

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 104
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W56HZV-07-R-0232		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007MAY23	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ATBC WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:00pm (hour) local time 2007JUN22 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> BETTY NALLEY <b>E-mail address:</b> BETTY.NALLEY@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586) 574-6200
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	65
X	B	Supplies or Services and Prices/Costs	7	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	28	X	J	List of Attachments	75
X	D	Packaging and Marking	37	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	44	X	K	Representations, Certifications, and Other Statements of Offerors	76
X	F	Deliveries or Performance	54				
X	G	Contract Administration Data	62	X	L	Instr., Conds., and Notices to Offerors	84
X	H	Special Contract Requirements	63	X	M	Evaluation Factors for Award	98

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT			Code	
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 2 of 104</b>
	<b>PIIN/SIIN</b> W56HZV-07-R-0232	<b>MOD/AMD</b>	
<b>Name of Offeror or Contractor:</b>			

SECTION A - SUPPLEMENTAL INFORMATION

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:	:	:
:	:	:
Amendment Number	:	Date
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

[End of Clause]

	Regulatory Cite	Title	Date
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
  - (ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 104
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**Name of Offeror or Contractor:**

Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

A-3	52.214-4003	ALL OR NONE	MAR/1998
	(TACOM)		

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

EXECUTIVE SUMMARY - This is a Request for Proposal for a contemplated Firm-Fixed Price, five year REQUIREMENTS CONTRACT. This is a limited competition effort between Oshkosh Truck Corporation of Oshkosh, Wisconsin and HIA Manufacturing/GT Machine of Canada. NOTE 22 Applies.

a. **REQUIREMENTS.** The U.S. Army TACOM Life Cycle Management Command is soliciting offers to supply the following items:

Estimated Quantity: 1,760 each E-CHU over a period of five years

Item Name: Enhanced-Container Handling Unit (E-CHU)

Description: The Enhanced-Container Handling Unit (E-CHU) acquisition program will supplement the already-fielded current CHUs in Army Table of Organizations & Equipment (TOE) units. This program is for a procurement of E-CHUs, required as part of the M1075 Palletized Load System (PLS) and M1120 Heavy Expanded Mobility Tactical Truck Load Handling System (HEMTT LHS). The E-CHU is a kit designed to be bolted onto the PLS M1075 truck or HEMTT LHS M1120 that allows the truck to load, transport, and unload 20 foot long ISO containers directly onto the truck. This eliminates the need for a flatrack to act as the interface and for Material Handling Equipment (MHE) to place the container on the flatrack. Containers with heights of 8' and 8'6" can all be engaged and loaded by the E-CHU. The E-CHU can load, transport and unload 20 foot long, end opening containers. Side opening containers can be accommodated. Using a purchase description, the Product Manager for Heavy Tactical Vehicles (PM-HTV) located at the U.S. Army TACOM Life Cycle Management Command (LCMC) proposes to acquire E-CHUs for the U.S. Army's PLS and HEMTT LHS. The new E-CHU will have a reduced tare weight, greatly reduced number of parts, decreased installation time, a higher degree of parts commonality between the PLS and HEMTT LHS E-CHU, and will be able to stow on and be carried in a stowed position by both host systems, which the current CHU cannot accomplish.

(1) The following timeline for deliverables are applicable to this solicitation:

<u>Days After Contract</u>	<u>CDRL Number</u>	<u>CDRL Description</u>
30	A001	Start of Work
	A017	Provisioning Schedule
	A017	Initial Provisioning Conference
	A018	Initial Pre-Provision Conference
	A019	Initial Logistics IPR
45	A010	CFAT Plan
	A012	Welding Procedures
	A013	Previous Welding Procedures
60	A005	Packaging
	A007	Draft Health Hazard Assessment
	A014	Initial Maintenance Tasks
	A021	Draft HMMP Report

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 104
	PIIN/SIIN	MOD/AMD	

Name of Offeror or Contractor:

90	A006	Draft SAR
	A008	Draft FIR
	A010	CFAT Complete
	A015	Initial Tech Manuals
	A020	Draft Transportability Report
105	A007	Final Health Hazard Assessment
110	A008	Final FIR
118	A008	Final Transportability Report
120	A006	Final SAR
	A009	CFAT Report
	A021	Final HMMP Report
140	A009	FPUI Report
210	A017	Final Provisioning Conference
	A018	Final Pre-Provision Conference
	A019	Final Logistics IPR

Other

A015	Final Technical Manuals 60 days after LOG Demo
A016	Technical Bulletin Initial 15 days before LOG Demo
A016	Technical Bulletin Final 60 days after completion of LOG Demo
A022	Training Support, Initial 30 days before PVT
A022	Training Support, Final 20 days after the end of IKP&T

(2) Estimated Annual Quantities

<u>FY</u>	<u>Qty</u>	<u>Model Variant</u>	<u>Location</u>
07	265	PLS	Ft. Drum, NY
	135	HEMTT	Ft. Stewart, GA
08	150	PLS	Goose Creek, NC
	75	HEMTT	Ft. Hood, TX
09	385	PLS	Ft. Lewis, WA
	200	HEMTT	Ft. Carson, CO
10	355	PLS	Ft. Indiantown Gap, PA
	180	HEMTT	Ft. McClellan, AL
11	10	PLS	Ft. Campbell, KY
	5	HEMTT	Ft. McClellan, AL

b. UNIQUE ASPECTS OF THIS SOLICITATION:

(1) Notice of Requirements Contract

This solicitation is for a five (5) year requirements contract award. Under this requirements contract, there are no minimum or maximum quantities established, only estimated quantities. TACOM is only purchasing new supplies under this contract, not rebuilt or remanufactured items.

(2) Other significant aspects or features of the solicitation:  
Sections L and M

(3) All CLINs are FIRM-FIXED PRICE

c. NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete the fill-ins, your offer may be determined ineligible for award. So please be careful to read

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: right;"><b>Page 5 of 104</b></p>
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**Name of Offeror or Contractor:**

and complete each such clause and provision.

d. NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:

\_\_\_\_\_.

e. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to this solicitation:

You must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF 33).

(2) Acknowledgement of Amendments:

Please acknowledge any amendment(s) to this solicitation in the space provided in Block 14 of the SF 33. Include the number and date of each amendment.

(3) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF 33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, AND HQ AMC-LEVEL PROTEST PROGRAM.

f. INCONSISTENCIES BETWEEN THE EXECUTIVE SUMMARY AND THE SOLICITATION:

This Executive Summary has been prepared as an aid to you, the offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF 33.

g. NOTICE REGARDING PROPOSAL EVALUATION CRITERIA:

Contract award will be made based on Clause 52.209-4011, Contractor Responsibility and Eligibility for Award. However, offers which do not meet the required production and delivery schedule will not be considered.

h. NOTICE REGARDING SUBMITTING PROPOSAL ELECTRONICALLY:

When transmitting your proposal electronically the offeror is responsible for submitting proposals, and any modifications or revisions, so as to ensure that all parts of the proposal are received at the designated electronic mailbox before the designated time. If the entire proposal is not received completely before the designated time it will be considered a late proposal.

i. DISCUSSIONS:

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the best terms from a cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

j. NOTICE REGARDING ATPD 2203 REVISION F:

The ATPD 2203 Revision F is a material part of this solicitation and it can be found as Attachment 001 to this solicitation. There are no drawings or Technical Data Package (TDP) for this acquisition, the E-CHU units shall be manufactured to the specifications outlined in the purchase description (ATPD 2203 Revision F).

k. The HEMTT-LHS Kit will be required to fit all variants of the M1120, the M1120A4 will be made available to competitors at Aberdeen Proving Grounds. If the competitors wish to view the truck, they must first contact the PCO to schedule a visit. There will be one HEMTT-LHS E-CHU kit that can be installed on all variants.

l. GFE: All GFE equipment will be available after contract award. If a competitor requires access to any variant, then they must contact the PCO to make arrangements. It is not known which PLS and HEMTT-LHS will be provided, it will likely be a model produced within the last 3 years. None of the factory or field installed kits/equipment will be provided as part of the GFE. An ISO container will not be provided as GFE under this effort.

m. Clarification of Para C.6.2. Safety Assessment Report (SAR) of the Scope of Work. The SAR shall only address hazards associated

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 104
	PIIN/SIIN W56HZV-07-R-0232	MOD/AMD	

**Name of Offeror or Contractor:**

with the E-CHU and changes to truck operation driven by the presence of the E-CHU. Previous SARs will not be provided. The contractor will be allowed to perform testing of their design with the GFE to fulfill the requirement of the contract.

n. Clarification of Para C.9.1 Transportability Report. The transportability report should only address ISO 668 Type 1C and 1CC containers, any specialized load utilizing the E-CHU would need to address transportability before being approved for use. The contractor pay obtain a container for analysis and testing. Previous transportability reports will not be provided

\*\*\* END OF NARRATIVE A 0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>-----</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>@@</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT: <a href="http://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM">HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</a></p> <p>ALL OFFERS MUST SUBMIT EITHER A SIGNED SF33/SF1449 OR A</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0011	<p>DOCUMENT THAT COMPLIES WITH ALL THE REQUIRED PROPOSAL ELEMENTS AS ESTABLISHED IN FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPS) ARE SENT TO <u>OFFERS@TACOM.ARMY.MIL</u>. SEE DIRECTIONS IN THIS WEBPAGE FOR ACCEPTABLE ELECTRONIC FORMATS AND ACCEPTABLE MEDIA.</p> <p>@@</p> <p>(End of narrative A001)</p> <p><u>HEMTT LHS E-CHU FIRST ORDERING YEAR</u></p> <p>NOUN: HEMTT LHS E-CHU SECURITY CLASS: Unclassified</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>CLIN 0011 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203, Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities order during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p>	FROM	TO	UNIT PRICE	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 136	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																					
1	15	\$																					
16	30	\$																					
31	45	\$																					
46	220	\$																					
221+		\$																					



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin  SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0012	<p><u>HEMTT LHS E-CHU SECOND ORDERING YEAR</u></p> <p>NOUN: HEMTT LHS E-CHU SECURITY CLASS: Unclassified</p> <p>CLIN 0012 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative A001)</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>(End of narrative D001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 76	EA	See Range Pricing	\$ _____
<u>Range Quantities</u>																										
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																								
1	15	\$																								
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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0013	<p><u>HEMTT LHS E-CHU THIRD ORDERING YEAR</u></p> <p>NOUN: HEMTT LHS E-CHU SECURITY CLASS: Unclassified</p> <p>CLIN 0013 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative A001)</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>(End of narrative D001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 199	EA	See Range Pricing	\$ _____
<u>Range Quantities</u>																										
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																								
1	15	\$																								
16	30	\$																								
31	45	\$																								
46	220	\$																								
221+		\$																								

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0014	<p><u>HEMTT LHS E-CHU FOURTH ORDERING YEAR</u></p> <p>NOUN: HEMTT LHS E-CHU SECURITY CLASS: Unclassified</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr></table> <p>CLIN 0014 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p>221+ \$</p> <p>(End of narrative D001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	182	EA	See Range Pricing	\$_____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	15	\$																		
16	30	\$																		
31	45	\$																		
46	220	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0015	<p><u>HEMTT LHS E-CHU FIFTH ORDERING YEAR</u></p> <p>NOUN: HEMTT LHS E-CHU SECURITY CLASS: Unclassified</p> <p>CLIN 0015 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative A001)</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>(End of narrative D001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 5	EA	See Range Pricing	\$ _____
<u>Range Quantities</u>																										
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																								
1	15	\$																								
16	30	\$																								
31	45	\$																								
46	220	\$																								
221+		\$																								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CONTRACT DATA REQUIREMENTS for the Enhanced Container Handling Unit (E-CHU) IAW DD 1423m Exhibit A.</p> <p>Inspection and Acceptance: Origin FOB Origin</p> <p>Delivery Schedule: See DD Form 1423, Exhibit A</p> <p>Data Items are Not Separately Priced (NSP) except for the following ELINS: A015 A016</p> <p>Offerors should enter a separate price for each ELIN listed below: A015 A016</p> <p>(End of narrative A002)</p>				
0016	<p><u>DATA REQUIREMENTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>(End of narrative A001)</p>				
A001	<p><u>CONFERENCE MINUTES</u></p> <p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Sections C.3.3.1 and C.3.3.2 of Scope of Work and DD 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
A002	<p><u>ENGINEERING CHANGE PROPOSAL</u></p> <p>NOUN: DATA REQUIREMENTS</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 15 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p>SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Sections C.4.4.1, C.4.4.2, C.4.4.5 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>REQUEST FOR DEVIATION</u></p>			\$ ** NSP **	\$ ** NSP **
A005	<p>SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.5.5.2.1 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>PRESERVATION AND PACKING DATA</u></p>			\$ ** NSP **	\$ ** NSP **
A006	<p>NOUN: DATA REQUIREMENTS</p> <p>SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.5.1 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>SAFETY ASSESSMENT REPORT (SAR)</u></p>			\$	\$
A007	<p>NOUN: DATA REQUIREMENTS</p> <p>SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.6.2 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>HEALTH HAZARD ASSESSMENT</u></p>			\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 16 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.6.3 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>END ITEM FINAL INSPECTION RECORD (FIR)</u></p>			\$ _____	\$ _____
A009	<p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section E,1,2 and DD form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>TEST/INSPECTION REPORT</u></p>			\$ _____	\$ _____



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 17 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A010	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination   <u>TEST PLAN</u>  NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section E.1.3.4.2 and DD Form 1423, Exhibit A.  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination			\$ _____	\$ _____
A011	<u>FAILURE ANALYSIS &amp; CORRECTIVE ACTION REPORT</u>  NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section E.1.3.5.5 and DD Form 1423, Exhibit A.  (End of narrative C001)			\$ ** NSP **	\$ ** NSP **
A012	<u>WELDING PROCEDURES</u>  NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section E.1.10.2 and DD Form 1423, Exhibit A.  (End of narrative C001)  <u>Packaging and Marking</u>			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 18 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A013	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination   <u>PREVIOUSLY QUALIFIED WELD PROCEDURES</u>  NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section E.1.10.4 and DD Form 1423, Exhibit A.  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination			\$ _____	\$ _____
A014	<u>LOGISTICS MANAGEMENT INFORMATION (LMI)</u>  NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section C.8.1.4.3 of the Scope of Work and DD Form 1423, Exhibit A.  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination			\$ _____	\$ _____
A015	<u>TECHNICAL MANUALS</u>  SECURITY CLASS: Unclassified  Work shall be completed IAW Section C.8.5.1 and C.8.1.5.5 of the Scope of Work and DD Form 1423,			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 19 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A016	<p>Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
	<p><u>TECHNICAL BULLETIN, CHU INSTALLATION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.8.1.5.9 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
A017	<p><u>LOG MANAGEMENT INFO (LIM) DATA PRODUCTS</u></p> <p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.8.1.6.1 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 20 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A018	<p><u>LOG MGANAGEMENT INFO (LMI) DATA PRODUCTS</u></p> <p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.8.1.6.2 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
A019	<p><u>LOGISTICS MANAGEMENT INFO (LMI) DATA PRODUCT</u></p> <p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.8.1.6.3 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
A020	<p><u>TRANSPORTABILITY REPORT</u></p> <p>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>Work shall be completed IAW Section C.9.1 of the Scope of Work and DD Form 1423, Exhibit A.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 21 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A021	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination   HAZARDOUS MATERIAL MANAGEMENT PROGRAM REPORT   NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section C.10.1 of the Scope of Work and DD Form 1423, Exhibit A.  (End of narrative C001)   <u>Packaging and Marking</u>   <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination			\$ _____	\$ _____
A022	 TRAINING SUPPORT PACKAGE (TSP)   NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified  Work shall be completed IAW Section C.12.1 of the Scope of Work and DD Form 1423, Exhibit A.  (End of narrative C001)   <u>Packaging and Marking</u>   <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0021	<p><u>PLS E-CHU FIRST ORDERING YEAR</u></p> <p>NOUN: PLS E-CHU SECURITY CLASS: Unclassified</p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative A001)</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>CLIN 0011 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                                  (SHIP-TO) WILL BE FURNISHED PRIOR                                  TO THE SCHEDULED DELIVERY DATE FOR                                  ITEMS REQUIRED UNDER THIS                                  REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 264	EA	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	15	\$																					
16	30	\$																					
31	45	\$																					
46	220	\$																					
221+		\$																					

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 23 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0022	<p>PLS E-CHU SECOND ORDERING YEAR</p> <p>NOUN: PLS E-CHU SECURITY CLASS: Unclassified</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>CLIN 0011 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D001)</p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 149	EA	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	15	\$																					
16	30	\$																					
31	45	\$																					
46	220	\$																					
221+		\$																					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REQUISITION.				



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 25 of 104
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0023	<p>PLS E-CHU THIRD ORDERING YEAR</p> <p>NOUN: PLS E-CHU SECURITY CLASS: Unclassified</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>CLIN 0011 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 386	EA	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
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16	30	\$																					
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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0024	<p>PLS E-CHU FOURTH ORDERING YEAR</p> <p>NOUN: PLS E-CHU SECURITY CLASS: Unclassified</p> <p>Range Quantities</p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>CLIN 0011 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D001)</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                                  (SHIP-TO) WILL BE FURNISHED PRIOR                                  TO THE SCHEDULED DELIVERY DATE FOR                                  ITEMS REQUIRED UNDER THIS                                  REQUISITION.</p>	FROM	TO	UNIT PRICE	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 353	EA	See Range Pricing	\$ _____
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31	45	\$																					
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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0025	<p>PLS E-CHU FIFTH ORDERING YEAR</p> <p>NOUN: PLS E-CHU SECURITY CLASS: Unclassified</p> <p>Range Quantities</p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>15</td><td>\$</td></tr><tr><td>16</td><td>30</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>\$</td></tr><tr><td>46</td><td>220</td><td>\$</td></tr><tr><td>221+</td><td></td><td>\$</td></tr></table> <p>CLIN 0011 shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203,Rev F, dated 17 May 2007.</p> <p>This CLIN provides for range prices as shown. The appropriate range is determined as follows:</p> <p>The initial order in a given ordering year is priced at the range for the quantity ordered. Subsequent orders issued during a given ordering year are priced cumulatively so that the range price is determined by the total of all quantities ordered during that year to date. The price for previously issued orders is not adjusted retroactively for range.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Packaging and Marking shall be completed in accordance with Section D of this solicitation.</p> <p>(End of narrative D001)</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</p>	FROM	TO	UNIT PRICE	1	15	\$	16	30	\$	31	45	\$	46	220	\$	221+		\$	EST 10	EA	See Range Pricing	\$_____
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 28 of 104</b>
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4072 (TACOM)	TECHNICAL DATA PACKAGE INFORMATION	JAN/2005

The following "X"d item applies to this solicitation:

- [ x ] There is no Technical Data Package (TDP) included with this solicitation.
- [ ] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): <http://contracting.tacom.army.mil/bidreq.htm>
- [ ] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

CLIN: -1-  
TDP Link (URL): -2-

[End of Clause]

C-2	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER	FEB/1998
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Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-3	52.211-4018 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER	MAY/1996
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This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

- C-3 DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
- C.1 General
- C.2 Hardware Samples
- C.3 System Management
- C.4 Configuration Management Requirements

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 29 of 104</b>
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**Name of Offeror or Contractor:**

C.5 Military Packaging Documentation  
C.6 Safety  
C.7 Product Assurance and Test  
C.8 Integrated Logistics Support (ILS) Program  
C.9 Transportability  
C.10 Hazardous Materials Management Program (HMMP)  
C.11 Manpower & Personal Integration  
C.12 Training

**C.1 GENERAL DESCRIPTION**

C.1.1 The Enhanced Container Handling Unit (E - CHU) shall be produced in accordance with this scope of work and ATPD 2203 Rev F, dated 17 May 2007. The ATPD is incorporated into the solicitation/contract as Attachment 1.

**C.2 HARDWARE SAMPLES**

C.2.1 A PLS truck (M1075), a HEMTT LHS (M1120), a M3 CROP AND A M3A1 CROP will be provided as Government-Furnished Equipment (GFE) for the purpose of observing operating principles , measurement of interface dimensions and installation of hardware to verify conformance with contract requirements. All GFE shall be returned to the Government upon First Article Test approval.

**C.3 SYSTEM PROJECT MANAGEMENT**

C.3.1 System Responsibility. The contractor shall have complete system responsibility, including responsibility for resolution of all interface problems related to GFE. Offerors are encouraged to use best commercial products, processes and practices.

C.3.2 Integrated Product Teams (IPT's)/Integrated Product and Process Development (IPPD). The contractor shall use Integrated Product Teams (IPT's) in the design, test and management phases of this program. These IPT's shall include Government and subcontractor participation. The Contractor shall use Integrated Product and Process Development (IPPD) to insure the full integration of all functional areas in the overall program effort.

**C.3.3 Meetings:**

C.3.3.1 Integrated Product Team (IPT) Reviews. The contractor will prepare and present quarterly IPT reviews. The focus of these reviews should, as a minimum, address areas of engineering, logistics/publications, quality assurance, safety, packaging, test progress, human factors, MANPRINT and production status. Two out of four quarterly IPTs shall be hosted at the contractor's facilities, and the remaining two IPT's may be conducted via video teleconference (CDRL A001).

C.3.3.2 Start of Work Meeting. The meeting shall be held at the contractors facility within 30 days of contract award. The meeting will include a discussion of the Scope of Work and Purchase Description pertaining to all functional areas. The meeting will also be a forum to finalize IPT assignments and membership. (CDRL A001)

C.3.3.2.1 Definition of Start of Work. Work starts at contract award. The Start of Work Meeting is a forum for exchange of ideas to promote satisfactory execution of the contract. Both the contractor and the Government shall raise issues as they arise. The Start of Work Meeting shall not be used as the launching point for the start of any task required by the contract.

C.3.4 Data Management. The contractor shall prepare technical data and reports as specified in the applicable Data Item Descriptions (DIDs), DD Form 1664. The data must provide all the specified information, in accordance with the quantities and schedules set forth in the Contract Data Requirements List (CDRLs) and DIDs. Tailored DIDs are provided as attachments in Section J. Standard DIDs may be found at <http://www.dodssp.daps.mil/assist.htm>.

C.3.5 Electronic Data Delivery. All data and information delivered under this contract shall be submitted in electronic format and in American English unless otherwise specified in the CDRL. The file format and delivery method will be dependent upon the file type and size. The files shall be Microsoft Office software version 2003 or earlier compatible by default. Available methods of delivery are: electronic mail attachments, CD ROM or DVD.

**C.4 CONFIGURATION MANAGEMENT REQUIREMENTS**

C.4.1 Configuration Baseline. The end item will comply with all of the requirements of this contract, including but not limited to, end item Performance Specification and Section C. Except as provided herein, all systems delivered under this contract shall be identical in configuration to the final approved First Article Configuration of the system.

C.4.1.1 Product Baseline. The contractor shall prepare a Bill of Material (BOM) in contractor format. The BOM shall accurately reflect the as-built condition and shall be submitted concurrently with the First Production Unit Inspection (FPUI) item delivery (See Section C.7.3.3). Item changes made during FPUI will require the BOM to be updated and resubmitted prior to FPUI approval. Upon approval of the FPUI the BOM shall constitute the approved Product Baseline for the CHU. The contractor shall keep records of all changes which impact

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 30 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

the Product Baseline prior to First Article Approval (FAA). The records shall include at a minimum the following information: contractor-supplied unique control numbers, date of submission, complete technical description of change, reason for change, system(s) affected by the change, list of components removed/reused and/or new components and contractor primary point of contact. Upon request, contractor records shall be made available for Government review. Item changes made during First Article Test (FAT), Production Verification test (PVT), or Follow-on Production Test (FPT) will require the BOM to be updated and resubmitted prior to FAA.

C.4.1.1.1 The Government will not be responsible for any additional costs to CHUs or software associated with any changes submitted by the contractor under this paragraph, nor will the Government be liable for costs incurred by the contractor due to delay in contract performance which may result from any change submission unless the parties agree otherwise.

C.4.1.2 Product Baseline Approval. Following successful completion of First Article Acceptance, the Procurement Contracting Officer (PCO) will notify the contractor in writing that the Product Baseline has been established. After this approval the Product Baseline cannot be changed without a Government approved Engineering Change Proposal (ECP).

C.4.2 Approval of Engineering Changes. Government approval of changes following acceptance of the Product Configuration Baseline will not be construed as relieving the contractor from its responsibility to furnish all items in conformance with contract requirements, including full responsibility for failure in operation of equipment which resulted from changes previously approved by the Government. The Government reserves the right to require the contractor to perform additional tests, to be determined by the Government, up to and including a complete First Article Test (FAT), prior to acceptance of any change, at no cost to the Government, or to disapprove changes where Government review shows the changes would have an adverse affect.

C.4.3 Configuration Changes. Changes to the Product Configuration Baseline shall only be incorporated in accordance with (IAW) the following requirement. The contractor shall propose changes to the established configuration baseline via the submission of Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Deviations (RFDs). The contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the established baseline. Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturers data sheets, shall be submitted with ECPs, VECPs, and RFDs. If changes result in decreased cost, the Government may, at the sole discretion of the Contracting Officer, require an equitable downward adjustment to the contract price. The contractor shall certify cost impact, and the Government will have the right to conduct post-change audits. If the Government desires a configuration change, the PCO will direct the contractor to submit an ECP.

C.4.4 Engineering Change Proposal (ECP) Definitions. Class I ECP: Engineering Change Proposals that AFFECT any of the following: system performance, part interchangeability, cost, logistics, reliability, safety or delivery schedules. Class II ECP: Class II ECPs have NO EFFECT on any of the factors listed above for the Class I ECP definition. Class II changes that impact only ILS will be reviewed by the local Defense Contracts Management Agency (DCMA) Representative for concurrence in classification and forwarded by the contractor on a monthly basis with the ILS Configuration Control Log (in contractor format) to the appropriate Government ILS Manager for tracking/implementation actions.

C.4.4.1 Class I ECP Changes - Contractor Requested. The contractor shall submit copies of proposed Class I ECP changes per DI-CMAN-80639C (CDRL A002) and Attachment 2 immediately upon determination of a need for such changes. Supporting documentation shall be sufficient to fully understand the Class I ECP. Impact statements for safety, MANPRINT, integrated logistic support, technical manuals, and transportability will be in contractor format. The Government reserves the right to require additional testing and test results for proposed changes. The contractor shall not implement any Class I ECP changes prior to Government approval. Notwithstanding any contractor configuration changes under this provision, the contractor shall not be relieved of its responsibility to conform to the delivery requirements of this contract.

C.4.4.2 Class I ECP Changes - Government Directed. In the event the Government desires a change to the end item configuration, the PCO will request, in writing, a technical/price proposal from the contractor. Copies of ECPs will be submitted per DI-CMAN-80639C (CDRL A002) and forwarded to the PCO within 30 days of the request.

C.4.4.2.1 Technical Data for Government Directed Changes. Where the Government pays for a Class I (ECP) design change under this provision, all efforts expended by the contractor will result in the unlimited right, title and interest of those changes to be vested in the Government.

C.4.4.2.2 Technical Data Format for Government Directed Changes. At the Government's option, the data may be submitted in either contractor format or Government formats. In the event Government format is required, the Government will request a pricing proposal. The cost of said data will be included in the funding provided for in the contract modification.

C.4.4.3 Value Engineering Change Proposals (VECPs). The contractor shall prepare VECPs in the same manner as Class I ECPs.

C.4.4.4 Class II Changes. The contractor may make Class II changes without Government approval, processing these actions on the contractors Standard Engineering Change Form. The Government will review this documentation for the proper classification. If the Government determines that a change submitted as a Class II is actually a Class I, the contractor shall be so notified and shall prepare and submit a Class I ECP within 5 working days for Government review. If the Government rejects the resubmitted Class I ECP, the contractor shall be responsible to retrofit all items produced with the change.

CONTINUATION SHEET	Reference No. of Document Being Continued  PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 31 of 104
Name of Offeror or Contractor:		

C.4.4.5 Engineering Change Proposals (ECPs) Control Numbers. The contractor shall request a block of TACOM ECP Control Numbers by letter to AMSRD-TAR-E/PDM/ MS 268. TACOM ECP Control Numbers shall consist of the contractor's assigned three alpha character symbol and the applicable assigned TACOM ECP five digit-1 alpha/4 numeric Control Number. Any required revision identifiers will be made per DICMAN-80639C (CDRL A002) and Attachment 2. The contractor shall utilize these numbers on an individual basis as a control identifier for ECPs. Once an ECP Control Number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The contractor shall maintain records of where and when each ECP number was used.

C.4.4.6 Engineering Change Inspection and Test. The Government reserves the right to inspect the systems or components at contractor expense in order to determine whether changes submitted by ECP should be approved. Any production or delivery delays caused by Government re-inspection will not be considered as excusable delay under the Default clause. In addition, such delays shall not be the basis for an upward adjustment in contract prices or an extension of delivery schedule. The Government reserves the right to conduct additional testing at contractor expense if the Government believes any proposed engineering change may have a potential negative impact on the ability of the product to meet the requirements of the performance specification.

C.4.5 Request for Deviation (RFD). During the performance of this contract, if the contractor finds it necessary to deviate from a particular performance requirement of the specification, drawing or other document for a specific number of units or a specified period of time, the contractor shall seek written authorization from the Government by completing a RFD. Under no circumstances shall submission or approval of an RFD be the basis for a contract price increase.

C.4.5.1 Request for Deviation (RFD) Definition. A Request for Deviation (RFD) is submitted before commencing production and is a one time request for authorization to deviate from a requirement of the performance specification or contract. Deviations cover the whole of the anticipated production run under the contract.

C.4.5.2 RFDs General.

C.5.5.2.1 Format. When considered necessary by the contractor, an RFD shall be submitted per DI-CMAN-80640C (CDRL A004) and Attachment 3. The contractor shall identify the weapon system affected on each RFD. The weapon system code can be found as a two character code on the AWARD/CONTRACT cover sheet in the Issued By block following WPN SYS. The contractor shall place this code on the top of the RFD form.

C.4.5.2.2 Procedures. RFDs affecting safety are not authorized. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change would be permanent, the contractor shall process an ECP.

C.4.6 Effectivity Certification. Changes resulting from Class I ECPs, VECPs and RFDs shall be incorporated into the production line through contract modification. Actual cut-in of these changes shall be at a single END ITEM cut-in point. Each ECP, VECp, RFD shall be applied to the production line at one time in their entirety. The contractor shall maintain the original effectivity point certification on file.

C.4.7 Electronic Data Delivery for Submittal of Configuration Data. The contractor shall submit ECPs/VECPs/RFDs to the Government electronically. These data submittals shall be in Adobe Acrobat-Pdf file extension. For all electronic files, File Transfer Protocol (FTP) can be used. A test transmission shall be conducted within 30 days of the start of the contract to work out any problems associated with the electronic transfer.

C.5 MILITARY PACKAGING DOCUMENTATION

C.5.1 Shipment and Storage (S&S) Instructions. The contractor shall provide initial requirements and updates to the S&S instructions (See DI- PACK-80121B CDRL A005).

C.5.1.1 The Contractor shall include processing instructions for shipment as an Integrated Logistic Support PACKAGING element and a design element of TRANSPORTABILITY. CHUs will be shipped using manufacturers commercial procedures, provided they will protect equipment for immediate shipment and use, and for outdoor storage without corrosion or degradation of any and all parts of kit, not to exceed 365 consecutive days from the acceptance date, unless otherwise specified. The contractor shall develop processing for:

\*Short term TRANSPORT/Storage (90 days maximum) for application when CHU is in TRANSPORT

\*Controlled Humidity storage (30 months maximum at a relative humidity of 45% maximum)

\*Open storage (4 years maximum).

Exercising requirements, if required will also be included for each of the two LONG TERM storage conditions.

C.5.1.2 The Contractor shall include disassembly procedures, if required to meet requirements for the applicable transport mode of the CHU while installed on the truck. Overseas shipments require some disassembly/cube reduction to minimize shipped tons costs. Instructions will reflect all special requirements.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 32 of 104
Name of Offeror or Contractor:		

C.5.1.3 Where applicable, the Contractor will include packaging instructions for the Basic Issue Items (BII) and Components of the End Item (COEI). The BII shall be packed separately from the COEI.

C.5.1.4 Where applicable, the Contractor will include figures showing the stowage location and security provisions for the BII and COEI. The stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling requirements.

C.5.1.5 The Contractor shall provide revisions to the S&S Instructions for each design change affecting the shipping configuration, weight, or transportability. The Contractor shall also provide revisions to the S&S Instructions for each logistics change affecting packaging instructions for BII or COEI. When specified, The contractor shall update Shipment & Storage Instructions to support improvements in processing methodology.

C.5.1.6 The Contractor shall validate S&S Instructions. Validation for S&S Instructions shall verify the adequacy of the preservation, packaging, packing and stowage of BII/COEI, and the preservation procedures for shipment and storage, and Government representative will verify and witness contractors validation.

C.6 SAFETY

C.6.1 Safety Engineering Principles and Program. The contractor shall follow good safety engineering practices as established by the industry consensus standards and other pertinent regulations. The contractor may use the attached Safety System Program Guide (Attachment 4) to establish this program. The contractor shall establish a system safety organization or function with lines of communication between system safety and other functional elements of the program to include overall management. The system safety organization should have the authority, or shall have the means, to acquire the authority for resolution of identified hazards.

C.6.2 Safety Assessment Report (SAR)

a. As a result of system safety analyses, health hazard evaluations such as the Health Hazard Assessment Report, and any independent testing, the contractor shall provide a safety and health hazard assessment. The safety and health hazard assessment shall identify all safety and health features of the hardware, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users.

b. The contractor shall prepare a Safety Assessment Report in accordance with DI-SAFT-80102B, CDRL A006 and this paragraph. The contractor shall identify all Safety and Health Hazards associated with the system and incorporate them into the SAR. In preparing the hazard list portion of the Safety Assessment Report, the contractor shall provide a description and effects of each potential or actual safety and health hazard of the CHU as well as when the hazard may be expected under normal or unusual operating or maintenance conditions. Identify actions taken to mitigate the risk associated with the hazards and categorize these risks before and after mitigation in accordance with the attached System Safety Program Guide. Risks must be identified by hazard severity, hazard probability and risk level. Mitigation actions include recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. Include in the SAR copies of the Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The final updated SAR is subject to TACOM approval. Examples of hazards to be included in this report, but not limited to, are compliance issues with regulatory organizations, confined spaces, fire prevention issues, ergonomic hazards, sharp edges/moving parts, physical hazards (heat or cold stress, acoustical energy, etc.), chemical hazards (flammables, corrosives, carcinogens, etc.), toxic fumes (exhaust emission hazards), electrical issues, and noise.

C.6.3 Health Hazard Assessment (HHA). The Contractor shall prepare and submit a Health Hazard Assessment Report for the CHU. This report shall identify health hazards and make recommendations concerning engineering controls, equipment and /or protective procedures, to reduce the associated acceptable risk. Issues to be addressed within the report shall include but not be limited to noise, toxic gases, toxic chemicals, ionizing or non-ionizing radiation, heat and cold, shock and vibration to crew members, and chemicals identified in the Materiel Safety Data Sheets to be provided in the SAR. The format of the HHA shall be in accordance with DI-SAFT-80106B, CDRL A007.

C.7 Reserved

C.8 INTEGRATED LOGISTICS SUPPORT (ILS) PROGRAM

C.8.1 Integrated Logistics Support (ILS) Program (ILS). The contractor shall plan, manage, and execute an Integrated Logistics Support (ILS) program for the E-CHU.

C.8.1.1 ILS Program Objectives.

- a. Analyze the Logistics support requirements of the E-CHU.
- b. Develop and deliver a CHU Logistics Support Package including: Technical Manual(s) Parts Provisioning Data and a Training Package.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 33 of 104</b>
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**Name of Offeror or Contractor:**

c. Support Test of the CHU Logistics Support Package by supporting the CHU Hardware tests and the CHU Logistics Demonstration, Technical Manual Validations and Verifications.

C.8.1.2. In meeting these objectives, the contractor shall be responsible for planning, managing and ensuring ILS considerations are an integral part of the overall system development effort.

C.8.1.3 Logistics In-Process Reviews (IPRs)

a. The contractor shall host at their facility and support a minimum of two Logistics IPRs reporting progress on logistics products development, present logistics products for review and discuss and track issues and actions items for resolution. The initial IPR shall be held on or about 30 calendar days after contract award. Subsequent review shall be held 210 days after contract award. Contractor shall provide minutes and action items as required. (CDRL A001)

b. The contractors Logistics Management Information (LMI) Data Products & Summaries: parts provisioning data, training, packaging and publications data will be reviewed by the Government for accuracy and completeness. The contractor shall have available supportive material and maintenance rationale for all logistics data presented for the Governments review. These reviews shall be held on a quarterly basis at the contractor's facility. The contractor shall provide a meeting place, administrative support, office equipment and clerical support as required.

C.8.1.4 Logistics Analysis

C.8.1.4.1 The contractor shall conduct logistics and maintenance analysis on the CHU, its assemblies, sub-assemblies, spare parts, kits and tools to define optimal maintenance activities that fully support the CHU maintenance concept. This analysis shall be the basis for the development of the CHU Detailed Maintenance Plan (The CHU Maintenance Allocation Chart (MAC) to be placed in the CHU Technical Manual(s). This analysis shall be the basis for developing CHU Parts Provisioning Documentation, Technical Manual(s,) and Training.

C.8.1.4.2 All CHU Maintenance Planning shall be done using the Armys Two Level Maintenance concept. The Army Two Level Maintenance concept consists of Field and Sustainment Maintenance. Field Level Maintenance (FLM) performs all services and maintenance actions on the system. Sustainment Maintenance (SM) performs on-bench or production line repair work of components that have been removed from the system.

C.8.1.4.3 Maintenance Task List. The contractor shall analyze the CHU design and identify all the Operator and Maintenance tasks required to operate, service and maintain the CHU. The contractor shall prepare an Operator and Maintenance task list in a Microsoft Office or compatible spreadsheet format. The spreadsheet shall contain at a minimum, the task title, maintenance level to perform the task, the task frequency (predicted occurrences of the task per system per year defined to two (2) decimal places), task time and special tools identified. The contractor shall deliver the completed task list for review 60 days after contract award. The contractor shall assign maintenance procedures and provisioning codes based on the approved task list. (CDRL A014)

C.8.1.5 Logistic Support Products.

C.8.1.5.1 ILS Support - Technical Manuals (deliverables). The Contractor shall prepare and deliver a new Field level CHU Technical Manual, TM 9-2320-xxx-13&P in Work Package (WP) format utilizing MIL-STD-40051-2, Preparation of Digital Technical Information for Page-based Technical Manuals and MIL-HDBK-1222C, Work Package Style and format. The Draft Equipment Publication (DEP) review delivery shall be five 2-sided hard copies printed directly from the electronic files to be used for Ver/LD. The Final Draft Equipment Publication (FDEP) deliverables shall be an intelligent, linkable PDF file w/blanks (on CD) of the complete TM w/matching running sheets (Excel file), two 2-sided paper review copies printed directly from the final PDF. Also all source files w/graphics shall be delivered on separate CD. TM designator, authentication block number, PN and IDN will be furnished by the Government (CDRL A015).

C.8.1.5.2 Manual Validation. The Contractor shall insure the complete accuracy and usability of the manual procured under this contract by conducting a 100% validation. The Contractor shall maintain adequate validation records. The Government reserves the right to witness the validation and to verify the Contractors validation records at any time during the contract performance period.

C.8.1.5.3 Validation method is at the discretion of the Contractor, however, the Government reserves the right to require hands-on task performance of selected operation and maintenance procedures in a non-destructive mode. Required validation shall be conducted at the Contractors facility. The Contractor will be responsible for all validation support. The Contractors validation schedule will be discussed at the first IPR.

C.8.1.5.4 Manual (Logistics Demonstration) LD/Verification. The Contractor shall make available a validated draft technical manual including RPSTL and operational links for the purpose of conducting a combined LD/verification. The verification will test the usability and adequacy of the validated procedures for the target mechanics including tool requirements, facilities and time estimates in the MAC. The Logistics Demonstration will validate the accessibility of the CHU for maintenance procedures.

C.8.1.5.5 Combined LD/verification is as a Contractor supported function to be performed by Government target audience at a date and time mutually agreed to and consistent with the Final Draft Manual delivery date specified in CDRL B015. The Contractors LD/Verification schedule will be discussed with the Government 30 days prior to the start of LD/verification. The Contractor shall

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-R-0232      <b>MOD/AMD</b></p>	<p align="center"><b>Page 34 of 104</b></p>
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**Name of Offeror or Contractor:**

provide the facilities, tools and parts necessary for non-destructive verification of the technical manual procedures. (See Paragraph C.8.5.8)

C.8.1.5.6 Updates to manuals prior to final draft. At no additional cost to the Government, the Contractor shall incorporate changes, additions and deletions resulting from Production Verification Testing, IPRs, validation, and the LD/verification process identified above. The final manual delivered under this contract shall reflect the Government approved CHU configuration.

C.8.1.5.7 Changes to delivered or published manuals. Changes to manual data resulting from approved Government actions that occur after Final Draft Manual delivery or official Government printing/distribution will be negotiated with the Contractor and initiated as a modification to this contract.

C.8.1.5.8 NMWRs, if needed for Sustainment Level maintenance will be negotiated separately.

C.8.1.5.9 ILS Support - Technical Bulletin (TB). The Contractor shall prepare and deliver a new E-CHU Installation Technical Bulletin in Work Package (WP) format utilizing MIL-STD-40051-2, Preparation of Digital Technical Information for Page-based Technical Manuals and MIL-HDBK-1222Cm Work Package Style and format. The Bulletin shall cover installation of both the HEMTT E-CHU and the PLD E-CHU. The Draft review delivery shall be five 2-sided hard copies printed directly from the electronic files to be used for Ver/LD. The final Draft deliverables shall be an intelligent, linkable PDF file w/blanks (on CD) of the complete TB w/matching running sheets (Excel file), two 2-sided paper review copies printed directly from the final PDF. Also all source files w/graphics shall be delivered on separate CD. TB designator, authentication block number, PIN and IDN may be furnished by the Government if the government decides to formally publish the TB. (CDRL A016).

C.8.1.6 Provisioning Program. The Contractor shall identify all parts and components for the Container Handling Unit (CHU) and build PMR records accordingly. The provisioning program for the CHU requires the Contractor to develop a database that will provide the Government with data IAW Attachment A. The provisioning program creates the Provisioning Master Record (PMR) which is stored on the government database. The data the Contractor provides will be added under the PCCN: CHEMT2, PLISN: AAAAU, and UOC/PCC of LHU for the HEMTT; and PCCN: CPLTRK, PLISN: AAAAE, and UOC/PCC of PCH for the PLS. The PMR will contain all data for the assemblies, sub-assemblies, spare parts and kits to include Components of the End Item (COEI), Basic Issue Items (BII), Expendable Materiel and Items List (EMIL) Additional Authorized Items (AAL), and Special Tools required to support the CHU.

C.8.1.6.1 Logistics Management Information (LMI) Data Products/Provisioning Parts List (PPL) (DI- ALSS-81529, & 81530)  
Attachment 1 - CDRL A017 (For guidance see MIL-STD-1388-2B, 036 Report).

a. The Contractor shall build provisioning data for the CHU using the PCCNs CHEMT2 and CPLTRK Provisioning Master Record (PMR) accordingly. The Contractor shall add items under the PCCN CHEMT2 and UOC of LHU and CPLTRK and UOC of PCH that will include the most recent production configurations, Design Change Notices (DCNs), Engineering Change Proposals (ECPs) and Vendor & Manufacturer parts information changes. The Contractor shall prepare and deliver an LMI data product.

b. The contractor shall enter with each LMI Data Product the Next Higher Assembly (NHA) Genesis. The contractor shall identify, at a minimum the immediate NHA PLISN, the NHA drawing of the XC and the End Item PLISN with the proper Indenture Code and overhaul quantities for each item identified as a NHA having a Source Code of P. For non-P coded items only the NHA and Indenture Codes are required.

c. The Contractor shall provide with each LMI Data Product the overhaul quantities for each item as follows: Identify the immediate NHA PLISN, The End Item PLISN: AAAAU for CHEMT2 and AAAAE for CPLTRK, its Indenture code and an Overhaul Quantity.

d. A provisioning schedule for the program shall be presented by the Contractor at the ILS Start of Work meeting (SOW). The provisioning schedule shall provide an estimate of the items to be provisioned and the number of conferences required. A brief conference may be called by either the Government or the Contractor to clarify any questions in regards to provisioning requirements, In-process Reviews (IPRs) may be held to review the Contractors progress. Provisioning reviews shall commence with the first logistics IPR (Approx 30 days after contract award) and continue until the CHU initial provisioning is complete. The contractor shall hold a final provisioning conference within 30 days of completion of Hardware testing and Logistics Demonstration.

e. Provisioning submittals shall not be less than 100 items or exceed more than 750 CHU Unique items.

C. 8.1.6.2 Logistics Management Information Summaries/Pre-procurement Screening (DI-ALSS-81530, CDRL A018) (For guidance see DI-V-7016F)

a. The Contractor shall conduct pre-procurement screening for all items to be provisioned. Drawings and technical data are not required for items accompanied by a copy of pre-procurement screening which indicates the item has a valid National Stock Number (NSN).

b. The Contractor shall have at each provisioning conference Review the following:  
(1) Two hard copies of your LMI Data Product. Two copies of the LSA 036 Report Provisioning Parts List (PPL) format are acceptable.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 35 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

(2) Two copies of the tech data for each part listed on the LMI Data Product Report that does not have an NSN.

c. The Contractor shall insure that all submitted LMI Data Products are compatible with our Commodity Command Standard System (CCSS)/Provisioning On Line System (POLs), ADSM-18-LEA-JBE-ZZZ-UM-06. The data shall be capable of being loaded into the Government Provisioning Master Record (PMR) without any modification to the data.

d. The Contractor shall correct rejects within 7 days after notification of noted problems. The corrections shall be made formatted IAW Attachment A. Media Format Delivery for LMI Data Products.

C. 8.1.6.3 Logistics Management Information Products/Supplementary Provisioning Technical Documentation (SPTD)/Drawings (DI-ALSS-81530 - CDRL A019) For guidance see Supplementary Provisioning Technical Documentation (SPTD) DI-V-7000A.

The Contractor shall have available at each provisioning Conference/ Logistics IPR two hard copies SPTD/drawing for each item on the PPL for our review. These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics and details of material for each Assembly, Sub-Assembly and Spare Parts on the CHU system.

- a. The drawings/tech data shall be in Provisioning List Item Sequence Number (PLISN) sequence.
- b. After approval of each drawing/tech data as being suitable for NSN assignment, the drawing shall be submitted on a CD in Adobe Acrobat PDF file, 30 days after completion of each Provisioning Review.
- c. Text on all drawings/tech data shall be in the English Language.
- d. Contractor shall have all approved vendor Commercial and Government Entity (CAGE) Code typed, stamped or written legibly with an authorized signature and date cited on all drawings/tech data.
- e. Substitutes for drawings/tech data, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions or dimensions, material, mechanical, electrical or other descriptive characteristics) do not apply. Use of such data substitutes is permitted only by exception, on a case by case basis, by the responsible Provisioning/Cataloging representative.

C. 8.1.8 Logistics Demonstration (LD) Testing for the Logistics Support Package. The Contractor shall support a government conducted, joint Logistics Demonstration (LD) concurrently with the Technical Manual Verification. The Contractor shall provide facilities to support the LD. These facilities shall include a shop area for lifting operations and all tools and diagnostic equipment required to perform all operations and maintenance tasks, to include the installation of the E-CHU on a PLS and HEMTT LHS. The Contractor shall supply CHU familiarization, all technical manuals, consumable supplies, and parts special and common tools likely to be used or consumed in performing the LD tasks. The LD will be jointly performed by Government personnel and Contractor personnel if required. It may include multiple performances of all scheduled maintenance tasks. The LD will also include performance of not less than 50% of all non-scheduled tasks. The Government and Contractor shall informally decide tasks and sequences; if there is disagreement, the final task choice will rest with the Government.

The objectives of the LD are:

- a. Review the system design and identify proposed design improvements, addressing maintainability (time or ease to perform maintenance), Reduction of Special Tools and improve safety, and operability. A special emphasis will be placed on reducing time to perform scheduled maintenance. The LD team will document these recommendations in an IPT approved format. The Contractor and Government recommendations will be presented to the next IPT after completion of the LD.
- b. Record and validate critical logistics data related to the performance of operations, services, and maintenance tasks performed as part of the LD.

**C.9 TRANSPORTABILITY**

C.9.1 Transportability Report. The contractor shall submit a transportability report for the end item per DI-PACK-80880B (CDRL A020). This information shall include engineering descriptions of lifting and tie-down provisions including type, location, strength, and all CHU/vehicle accessory dimensions including GW, length, width, height, loads and locations, and CG at GW.

**C.10 HAZARDOUS MATERIALS MANAGEMENT**

C.10.1 Hazardous Materials Management Program Report. The contractor shall prepare a Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MISC-81397, CDRL A021.

C.10.2 Hazardous Materials. No asbestos, radioactive materials, mercury, hexavalent chromium (electroplating and coatings processes), cadmium (electroplating), or other highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 shall be used on the CHU without prior approval from the government. Class I and Class II Ozone Depleting Substances shall not be used.

**C.11 MANPOWER & PERSONAL INTEGRATION (MANPRINT)**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 36 of 104</b>
<b>Name of Offeror or Contractor:</b>		

C.11.1 MANPRINT considerations shall be incorporated throughout the duration of this contract as follows:

C.11.2 Human Factors Engineering. Any modifications to the existing unit configuration shall be analyzed by qualified human factors engineering personnel to substantiate that the man-machine interface is not degraded by the change. If degradation occurs, appropriate actions will be taken to upgrade the changed area to its previous state as a minimum at no additional charge to the Government.

C.12 TRAINING

C.12.1 Training Support Package (TSP) (CDRL A022): The Contractor shall provide a Power-Point training package (Operator Level only) that consists of an Instructor Guide (IG) and a Student Guide (SG). The IG and SG shall address CHU safe operation and, if required Preventive Maintenance Checks and Services (PMCS). The Government will provide a sample format for the TSP at the Contract Start-of-Work meeting.

C.12.2 Training: The Contractor shall provide the following CHU training, all classes below will include training for both versions (PLS and HEMTT-LHS) of the CHU:

- a. PVT site: One (1) Operator class. Location YPG, Arizona
- b. Instructor & Key Personnel (I&KPT): One (1) Operator class and one installation class. Location TBD
- c. Class sizes shall not exceed twelve (12) students (Government will coordinate student attendance)

C.12.3 Government Furnished Training Equipment: The Government will provide one PLS, one PLS CHU kit, one HEMTT-LHS, one HEMTT-LHS CHU kit and 2 loaded ISO containers to support the required training.

C.12.4 Training Schedules: All training schedules shall be as mutually agreed to between the Government and the Contractor based on CHU delivery information.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 37 of 104</b>
<b>Name of Offeror or Contractor:</b>		

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

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- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
  - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 38 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html)

[End of Clause]

D-2	252.211-7006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)	MAY/2006
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

(1) Sand.

(2) Gravel.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 39 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are

- (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

- (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)

- (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.

- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 40 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

- (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV Construction and barrier materials.
- (E) Class VI Personal demand items (non-military sales items).
- (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 41 of 104</b>
<b>Name of Offeror or Contractor:</b>		

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

#### SECTION D - PACKAGING AND MARKING

##### D.1 Preservation and Packaging

D.1.1 Contractor generated data deliverables (software, technical data, reports, etc.) shall be preserved and packed sufficient to ensure safe delivery. Unless otherwise specified, all data deliverables shall be in English.

D.1.2 All Container Handling Unit (CHU) kits shall be preserved and packaged to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one (1) year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging.

D.1.2.1 Kit components shall be free of dirt and other contaminants. Coatings and preservatives applied to an item are not considered contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, water proof and/or water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.1.3 Contractor shall assemble a overseas type, wood cleated, panel board shipping container to ship and store CHU kit components minus the Front Lift Adapter (FLA). Each shipping container shall be designed to allow for removal of top panel and one side panel. Use of commercially available screws of sufficient length and diameter shall be used to secure and remove the top panel and one side panel of shipping container. The shipping container shall be designed and constructed that the contents will be contained within and damaged free plus endure minimal damage to the shipping container during shipment, storage and subsequent handling.

D.1.3.1 Contractor shall apply outer (2 EA required) and centrally located (1 or 2 EA required) wood skids to the shipping container. The outer wood skids must be placed 1-1/2 inches inward from bottom edge of container width and run along length of shipping container. A center wood skid(s) shall be located equal distance from the outer edges of the shipping container width and run along length of shipping container. Actual number of center wood skids shall be determined by actual size and weight of wood container plus contents. Skids shall be fabricated from 2 x 6 lumber stock with 45 degree beveled ends and be of sufficient thickness to accommodate side and frontal entry by material handling equipment. Slots shall be cut into skids at appropriate locations for application of steel banding.

D.1.3.2 Steel bands, Heavy duty, Coated-finish, Flat Strapping, 3/4" x 0.044 with heavy- duty type seals (reference ASTM D3953) shall be applied to each shipping container. Apply two (2) bands over lengthwise cleats including top and bottom cleats. Apply two (2) steel bands shall also be applied over the ends cleats, top and bottom. Banding shall be secured to the cleats with staples. Cross tie seals may be used in lieu of staples (reference ASTM D4675).

D.1.3.3 Each shipping container must meet only the Schedule A and Schedule F performance level requirements in accordance with ASTM D 4169 "Standard Practice for Performance Testing of Shipping Containers and Systems" with an Acceptance Criteria 1, Assurance Level II, and Distribution Cycle 1. Section 5 Test Specimen and Section 6 Conditioning requirements of ASTM D 4169 are exempt from this level of effort.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 42 of 104</b>
<b>Name of Offeror or Contractor:</b>		

D.1.4 The Front Lift Adapter (FLA) shall be placed onto a heavy-duty wood pallet constructed in the following application. The length and width of pallet shall exceed the maximum length and width of FLA by 2 in any direction when FLA is placed in a horizontal position. Each 2 x 12 lumber deck member shall be nailed to 4x 4 skid (3 or 4 EA required) using 3-1/2 (16d) coated, common nails in sufficient manner and quantity to prevent separation from skids.

D.1.4.1 Use two (2) 2 x 6 lumber to form mid-sectional rub rail that measures 24 in length with 45 degree beveled ends and be placed in exact lengthwise center (3 or 4 EA required). Each mid-sectional rub-rail shall be nailed to skid using 3-1/2 (16d) coated, common nails in sufficient manner and quantity to prevent separation from skids.

D.1.4.2 Using two (2) - 2 X 6 lumber to form front and back sectional rub-rails that measure the length required with 45 degree beveled ends (3 or 4 EA required). Both front and back sectional rub-rail shall be set back 2-7/8 from both ends of 4 x 4skids. Front and back sectional rub-rail shall maintain a 12 distance from mid-sectional rub rails (REF: D.1.4.1). Each front and back sectional rub-rail shall be nailed to skid using 3-1/2 (16d) coated, common nails in sufficient manner and quantity to prevent separation from skid.

D.1.4.3 Steel bands, Heavy duty, Coated-finish, Flat Strapping, 1-1/4 with heavy-duty type seals (reference ASTM D3953) shall be applied to secure the FLA to the heavy-duty wood pallet without damage or disfigurement to the FLA. Strapping shall be secured by use of metal strapping clips of appropriate size and then crimped into place as determined by the Contractor.

D.1.5 Any boxes, pallets and inner packaging that are fabricated using non-manufactured wood shall be heat-treated for all military and commercial packaging application. All non-manufactured wood used in packaging shall be heat-treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The manufacturer of boxes and pallets and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee (ALSC). The manufacturer of boxes and pallets and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box and pallet shall be marked to show conformance to the International Plant Protection Convention Standard (IPPCS). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens on two sides of the pallet or box. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.1.6 The shipping container and associated wood pallet shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container and associated wood pallet shall be capable of multiple handling, shipment by any mode, placed into storage under favorable conditions for a minimum of one year and suitable for redistribution without additional repackaging.

D.1.7 Contractor must provide the actual unit pack weight, unit pack cube and unit pack dimensional data for complete CHU Kit to e-mail address packaging@tacom.army.mil NLT 10 days after first CHU Kit unit is delivered. Unless otherwise specified, unit pack weight, unit pack cube and unit pack dimensional data shall be in English.

#### D.2 Marking

D.2.1 Each non-manufactured wood container shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or battens and on two sides of the box.

D.2.2 The words REMOVABLE TOP shall be stenciled on each top panel of each wood container using 1-3/4 high characters and waterproof black ink. The words REMOVABLE SIDE PANEL shall be stenciled on one (1) side panel of each wood container using 1-3/4 high characters and waterproof black ink.

D.2.3 All data deliverables referenced in Paragraph D.1.1 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.4 All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), dated 29 Oct 2004, including bar coding. The contractor is responsible for application of special markings including but are not limited to Shelf-Life, structural and special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

D.2.4.1 Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129 Revision P (3). For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. Direct Vendor Delivery (DVD) shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per DVD Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with MIL-STD-129 Revision P (3).

D.2.4.2 Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 43 of 104
	PIIN/SIIN W56HZV-07-R-0232	MOD/AMD	

**Name of Offeror or Contractor:**

MIL-STD-129 Revision P (3). Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

D.3 Deployment Requirements

D.3.1 RESERVED

D.3.2 Shipments by Rail When applicable, carload of components or subassemblies by rail shall be loaded, blocked and braced in accordance with the Association of American Railroads or applicable NATO Document by the Contractor. Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

D.3.3 Shipments by Truck When applicable, Contractor shall load, block, and brace the components or subassemblies onto a designated carrier in accordance with standard commercial freight (truck) practice.

\*\*\* END OF NARRATIVE D 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 44 of 104</b>
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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

- (b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:
- [    ] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
- [ x ] ISO 9001:2000 (untailored) or comparable quality system
- [    ] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-4	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000
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(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

**Name of Offeror or Contractor:**

E-5 (52.246-4009) INSPECTION AND ACCEPTANCE POINTS: DESTINATION  
(TACOM)

FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.  
Acceptance: DESTINATION.

[End of Clause]

E-6            52.246-4028            INSPECTION AND ACCEPTANCE POINTS: ORIGIN  
(TACOM)

NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

(Name)	(CAGE)
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(Address)                      (City)                      (State)                      (Zip)

ACCEPTANCE POINT:

( Name ) ( CAGE )

(Address)                      (City)                      (State)                      (Zip)

[End of Clause]

## E.1 PRODUCT ASSURANCE AND TEST

E.1.1 Quality Program/System. The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of ANSI/ISO/ASQ Q9001-2000 or an equivalent standard. Although not required, the Government recommends use of Quality System Requirements QS 9000 (or ISO/TS 16949) in lieu of the aforementioned requirement. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is a Registrar Accreditation Board (RAB) certified/registered ANSI/ISO/ASQ Q9001-2000 or QS 9000/TS 16949 supplier. The Contractors Quality System requirements shall apply at the place of product in-process and final assembly. The quality system shall address all software and hardware contractual requirements. The quality system and manual shall follow the guidelines within ISO 9004:2000 or equivalent QS/TS guidance documents.

E.1.1.1.1 The Contractor shall have a supplier quality assurance program that defines the appropriate ANSI/ISO/ASQ Q9001-2000 or equivalent quality system requirements for each supplier. The Contractors supplier quality assurance program shall assure each supplier has a documented quality system which includes development, implementation, and maintenance of control plans for all supplied products. The Contractors supplier quality assurance program shall be documented as part of the quality manual or referenced within. It is suggested, as part of the contractors supplier quality assurance program, that a Suppliers Guide be developed and utilized in concert with purchase orders.

E.1.1.2 Prime Contractor's documentation verifying their review and acceptance of the subcontractors quality assurance system and control plans shall be made available for review upon Government request. If determined to be acceptable, the Prime Contractor should use the subcontractor's accepted system when conducting supplier quality audits. The Government reserves the right to perform quality audits/reviews at the prime contractors and subcontractors facilities as deemed necessary.

E.1.1.3 Quality Planning. The Contractor and subcontractors shall establish Product Quality Plans and Control Plans that define the steps necessary to ensure that the product meets the customers needs and expectations in a timely matter. The Contractor and subcontractors shall assign responsibility for organizing a cross-functional team to a member of their own management staff. The cross-functional team shall use a multi-disciplinary approach for decision making that utilizes quality planning and control plan techniques that ultimately define and document how the requirements for quality will be met. It is recommended that contractor and subcontractors utilize the current edition of the Automotive Industry Action Groups (AIAG) publication, Advanced Quality Planning & Control Plan (APQP) to develop requirements and associated processes. Team actions should include, but are not be limited to:

- a. Development/finalization of special characteristics.
- b. Development and review of both Design and Process Failure Mode and Effects Analysis (FMEAs).
- c. Development of control plans.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 46 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

d. Utilization of analytical tools for both the design and production phases.

NOTE: Cross-Functional teams typically include the supplier's design, manufacturing engineering, quality, production, purchasing, packaging, service, other personnel as required and, if applicable, sub-contractor participation.

E.1.1.4 Production Part Approval. The Contractor and subcontractors shall demonstrate that their processes have the capability of meeting design and/or specification requirements prior to the first shipment of product. The product(s) shall be validated in accordance with the control plan developed by the suppliers cross-functional team and approved by the Contractor. It is recommended that contractor and subcontractors utilize the current edition of AIAGs publication, Production Part Approval Process (PPAP) to develop their process for part submission and approval. The Government reserves the right to review any/all associated production part approval documents/records at its discretion.

E.1.2 Final Inspection Record (FIR). The contractor shall prepare a Government approved Final Inspection Record (FIR), in contractor format, in accordance with DI-QCIC-81068 (CDRL A008) for each CHU produced. The FIR should be organized to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection.

The FIR shall list each CHU characteristic/function inspected to verify item conforms to contract requirements and is defect free. As a minimum, the FIR shall have blocks for the inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. Suggested guidance for FIR development/execution is contained in MIL-STD-40001A.

E.1.2.1 The FIR shall be continually updated to reflect all engineering and/or manufacturing changes that impact the FIR. The contractor shall submit the completed and certified copy of the FIR to the Government inspector with each item inspected and offered for acceptance by the Government. Deficiencies discovered and corrective actions applied during inspection by the contractor shall be described in writing and included as part of the FIR.

E.1.2.2 If the contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, the contractor must obtain written approval from the Government prior to employing any other form for this purpose.

E.1.3 First Article Test Requirements.

E.1.3.1 First Article Test Requirements under this contract consist of the following:

- a. First Production Unit Inspection (FPUI).
- b. Component First Article Test (CFAT).
- c. Production Verification Test (PVT).

E.1.3.2 First Article Approval Government Testing (FAR 52.209-4 Deviation)

a. The Contractor shall deliver First Article Test (FAT) units In Accordance With (IAW) this contract (see paragraph E.1.3.5.2). The shipping documentation shall contain this contract number and the CHU serial number.

b. Within 30 calendar days of completion of all First Article Tests (see paragraph E.1.3.1), the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

c. If the first article test is disapproved for not meeting the performance requirements of ATPD 2203 Rev E the Contractor, upon Government request, shall submit additional first article units and support, in the same level and manner as the original FAT, for testing at no additional cost to the Government. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article unit or select another first article unit for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests and CHUs following disapproval of tests attributed to Contractor configuration as described in C.4.1.1 or interface deficiencies. The Contractor shall furnish any additional first article test items to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to the Government related to these tests.

d. If the Contractor fails to deliver any first article units on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

e. If the Government does not act within the time specified, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page 47 of 104</b></p>
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**Name of Offeror or Contractor:**

any other contractual terms affected by the delay.

f. The Contractor is responsible for providing operating and maintenance instructions and spare parts support during any first article test.

g. Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. If first article tests reveal deviations from contract requirements, the Contractor shall make the required changes or replace all items produced under this contract at no change in the contract price.

h. The contractor shall produce both the first article and the production quantity at the same facility.

**E.1.3.3 First Production Unit Inspection (FPUI).**

E.1.3.3.1 The Government shall select one (1) PLS E-CHU and one (1) HEMTT-LHS E-CHU for FPUI. The units selected shall be subjected to inspections by both the Contractor and the Government IAW clauses of the contract and ATPD 2203 Rev E. The FPUI shall be initiated NLT 120 DAC and shall be completed prior to the shipment of the PVT units to the Government test site; FPUI units shall be used as PVT units. FPUI shall be considered part of the First Article Test requirement of this contract. The Contractor shall notify the Administrative Contracting Officer (ACO) and PM-HTV, in writing at least 30 calendar days prior to said inspection stating the time and location. At the time of said inspection, the Contractor shall make available to the Government representatives, all records of prior inspection, tests, Qualified Product List (QPL) documentation, vendor quality requirements, drawings, and certifications.

E.1.3.3.2 The contractor shall prepare a FPUI report IAW DID DI-NDTI-80809B (CDRL A009) and submit NLT 140 DAC. The Contracting Officer shall, by written notice to the Contractor within 20 calendar days after receipt of the Inspection Report, conditionally approve or disapprove, the FPUI. Final approval shall not be made by the Government until satisfactory completion of the PVT portion of the First Article Test (paragraph E.1.3.5). A notice of conditional approval shall state any further action required of the Contractor for the first production unit. A notice of disapproval shall cite reasons therefore.

E.1.3.3.3 If the FPUI is disapproved by the Government, the Contractor may be required, at the discretion of the Government, to repeat any or all of the FPUI. After notification of the additional inspections, the Contractor, at no increase in contract price, shall make any necessary changes, modifications, or repairs to the first production unit. The Government has the discretion to select another production unit for FPUI in lieu of the original first production unit. Upon completion of additional inspection, the Contractor shall again submit an inspection report. The Contractor shall bear the responsibility for delays resulting from additional FPUI. All discrepancies found during FPUI shall be corrected on the FPUI unit prior to start of PVT.

**E.1.3.4 Component First Article Test (CFAT).**

E.1.3.4.1 As a minimum, the contractor shall perform component first article tests for all components listed below:

- a. Lifting Frame Container Locks
- b. Rear Container Locks (if applicable)
- c. Lifting Frame Height Adjustment Mechanism
- d. Lifting Frame Bail Bar
- e. Lifting Frame hooks (if applicable)
- f. Rear Container Support Members

The Government reserves the right to be present at any such testing. The Contractor shall notify the Government a minimum of 20 days prior to conducting a test. Failure to notify the Government within the time limit may, at the Governments discretion, be grounds to reject the test. The test shall include a dimensional inspection that validates the component meets the associated design drawing/specification requirements. The approved CFAT procedures shall become the baseline test requirements of the components Quality Assurance Provisions. First Article Tests shall evaluate performance, durability, and environmental requirements. Component First Article test items shall be representative of items to be manufactured using the same process, facilities and procedures as will be used for contract production. The Contractor is responsible for all CFATs and notifying the Government of components requiring CFAT. Failure to submit a complete list and schedule to the Government will not relieve the Contractor of Component First Article Testing. Delays in schedule as a result of the Contractor's failure to identify the CFAT components requiring first article test will be the responsibility of the Contractor. The component First Article shall be inspected and tested to all requirements of the drawing(s), and/or specification(s). The Contractor shall specify the number of component units required to perform CFAT.

E.1.3.4.2 Component First Article Test Plan. The Contractor shall prepare and submit for Government approval, prior to the beginning of any CFAT, a recommended test/inspection plan for the first article item(s). CFAT shall be completed NLT 90 DAC. Individual First Article Test plans shall be submitted for Government review NLT 45 days after contract award IAW DID DI-NDTI-80566 (CDRL A010). The Government will have the right to witness all CFATs. The Contractor shall provide a list and time schedule of CFATs as part of this plan, including anticipated completion dates.

E.1.3.4.3 The Contractor shall submit all CFAT Report(s) NLT 120 DAC. Reports shall be identified CFAT. The CFAT report(s) shall

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 48 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

include part number drawings and Quality Assurance Provisions. The CFAT report shall be prepared IAW MIL-STD-831 and DID DI-NDTI-80809B (CDRL A009). CFAT reports shall contain a matrix summary which tabulates each test/inspection performed, results of each test (pass/fail), corresponding page where data is located, Contractor position, and required corrective action (if any).

E.1.3.4.4 Conditional Acceptance of Components Pending CFAT Completion. The Contractor can use components in the manufacture of CHU production, pending successful completion of the CFAT for that component, provided:

- a. The Contractor agrees to successfully complete all of the CFAT tests.
- b. The Contractor shall rectify all deficiencies/discrepancies in each component that are identified during the subsequent CFAT testing, regardless of the location of each component.
- c. In the event that there is a CFAT failure during the period of time that the Contractor is authorized to use components, then the Government reserves its right to:

- (1) Not accept or cease acceptance, whether conditional or final.
- (2) Require the Contractor to repeat all, or a portion of, the PVT at the Contractor's expense.

E.1.3.4.5 Disapproval. If the CFAT is disapproved, the Contractor, upon Government request, shall repeat any or all CFATs. After such request for additional tests, the Contractor shall make any necessary changes, modifications or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government resulting from these tests.

E.1.3.4.6 Changes. If the contractor makes changes to the technical data, production processes, facilities, and/or type of material, a subsequent CFAT may be required as determined by the Government. When either of the above conditions occurs, the Contractor shall notify the PCO/ACO and PM-HTV so that instruction for the submission, inspection and notification of results can be made. Costs of CFATs resulting from Contractor proposed technical data changes, production process change or material substitution shall be borne by the Contractor.

E.1.3.4.7 Manufacture. The Component First Article offered for test(s) must be manufactured at the facilities in which that item(s) is to be produced under the contract. If the First Article is a component not manufactured by the Contractor, the component must be manufactured at the same facilities in which the component is to be produced for the contract. A certification by the Contractor to this effect must accompany each CFAT which is offered. In the event CFAT reveals deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes to the items, or replace all the items manufactured under this contract, at no change in contract price.

E.1.3.4.8 If not specified otherwise in the applicable specification or Quality Assurance Provisions or elsewhere in this clause, the First Article shall be taken from the first 10 units produced for this contract. In the event that the first 10 units of a lot are not available, the Government reserves the right to select the CFAT quantity from any lot. Subcomponent First Article Test requirements may be met during the performance of the First Article Test of a higher assembly, only if the required characteristics can be tested. If any characteristic of the subcomponent is not/cannot be tested during the higher assembly testing, the subcomponent shall be tested separately.

E.1.3.4.9 Component First Article Conditions. The CFAT requirement is considered to be met if the Contractor certifies that (1) the supplier has component First Article Approval on the identical part delivered for use in a previous item production contract with the Government and (2) the supplier has been a continuous supplier of the part (for purposes of this clause, a continuous supplier is defined as one which has not had a break in production in excess of one year, and the design and manufacturing/assembly process or place of manufacture have not been changed). If military/federal specifications are applicable to the component and changes to these documents have been implemented which may impact form, fit, function or performance; a First Article Test shall be accomplished. Further, if degradation of performance of the component is evident, as determined by the Government, a First Article Test will have to be accomplished.

**E.1.3.5 Production Verification Test.**

E.1.3.5.1 The PVT shall be conducted by the Government at a Government selected test site IAW ATPD 2203 Rev E. The units for testing are identified below. Delays caused by test unit incidents/failures due to poor unit quality or workmanship, failure of the Contractor to provide adequate test support IAW contractual requirements, or failure of the Contractor to comply with the CHU specification technical requirements shall not be the basis for adjustment of the contract delivery schedule or the contract price.

**E.1.3.5.2 Requirements Applicable to Production Verification Test (PVT).**

- a. The test units, representative of production deliveries, shall be furnished to the Government test site(s) listed in the respective paragraphs. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 49 of 104</b>
<b>Name of Offeror or Contractor:</b>		

- b. Under no circumstances shall any test unit be shipped from the Contractor's facility to the test sites until:
- (1) A complete inspection has been performed on each unit by a Government team consisting of a formally designated representative of the ACO or a designated PM-HTV representative.
- (2) All deficiencies disclosed by this Government inspection have been corrected by the Contractor and approved by the Government, as evidenced by the DD Form 250, signed by an authorized Government representative before shipment.

Table 1. CHU Test Item Location, Qty, and Test Type.

Test Site/Location	HEMTT CHU Qty.	PLS CHU Qty.	Type of Testing
CHU ILS Contractor	1	1	Log Demo
YTC/Yuma, AZ	2	2	PVT
Contractor	1	1	FPUI

E.1.3.5.3 Course Profiles. The Government intends to conduct PVT test miles on the courses identified below, at Yuma Proving Grounds, AZ. In addition, one unit will undergo fatigue testing on either a test fixture or truck during PVT. The CHUs shall be complete units loaded and serviced as specified in ATPD 2203 Rev E. The Government reserves the right, at its discretion, to test on different courses as long as they are at a level equal to or less than that specified below; dictated by the availability of test facilities or other program considerations. Test courses selected are considered representative of actual terrain profiles. Unless otherwise specified, performance shall be demonstrated as described in Table I, ATPD 2203 Rev E. Roads and courses are defined as follows:

- a. Primary Road - Specified test mileage shall be performed on the course known as Yuma Proving Ground (YPG) Dynamometer Course.
- b. Secondary Road - Specified test mileage shall be on the courses known as YPG Old Highway 95.
- c. Cross Country - All specified test mileage shall be performed on the courses known as YPG Truck Level, High Hills and Rolling Hills Cross Country Courses.
- d. Trails - Specified test mileage shall be performed on the courses known as YPG Rock Ledge and Middle East Courses.

E.1.3.5.4. Contractor Test Support. The contractor shall furnish both technical representative support and spare parts support during PVT conduct at designated government test site at no cost to the government.

E.1.3.5.4.1 Parts storage will be provided at the test site for those spare parts the contractor would like to pre-position. Whether from pre-positioned spare parts on site or elsewhere, the contractor shall provide spare parts within 48 hours of a request from government test personnel. Pre-positioned spare parts shall arrive at the designated government test site NLT arrival of the CHU test units.

E.1.3.5.4.2 The contractor shall provide technical representative support during PVT conduct either full time, or within 48 hours of government request. In addition, the contractor shall be responsible for installation of CHU test units on designated trucks upon arrival of test units at the designated government test site.

E.1.3.5.5 Test Incident Reports (TIRs). During PVT, Test Incident Reports (TIRs) will be generated from the tester. The contractor shall be responsible for accessing computer databases (Vision Digital Library System (VDLS)) for all TIR data during Government testing. The contractor shall respond to TIRs as directed below with a Failure Analysis and Corrective Action Report (FACAR) per DI-RELI-81315(T) (CDRL A011). The response shall be submitted in electronic format that is compatible with the Army Test Incident Reporting System (ATIRS). Should a final response not be available within the designated time, an interim response is required for submittal. All final responses shall be submitted within 45 days of release date regardless of interim response status or incident classification. Submittal requirements are based on the TIR release date and are expressed in calendar days. The contractor shall coordinate with the TACOM Product Quality Manager for access to TIR database (VDLS) for the purpose of TIR retrieval.

E.1.3.5.5.1 Failure analysis and corrective action reports shall be submitted electronically to ATIRS/VDLS by the contractor within the specified time frames. Responses are required as follows:

- Critical -72 hours after release date  
Major - 15 days after release date  
Minor - 30 days after release date  
Informational - 30 days if requested by the Government

NOTE: Maintenance deferred TIRs may be initially classified as "Informational". Once maintenance is performed, the incident class will

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 50 of 104</b>
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**Name of Offeror or Contractor:**

be changed as necessary and the appropriate response time shall apply.

E.1.3.5.5.2 Failure of the contractor to provide an interim or final FACAR within the required times shall be cause for the reduction or suspension of progress payments and/or suspension of product acceptance.

E.1.3.5.5.3 Corrective Action Review Board (CARB). The Contractor shall participate in all CARB(s) held during PVT. The Contractor shall be prepared to discuss their FACAR submittals, typically in terms of rationale of failure analysis and proposed corrective actions. All FACARs will remain open until closed by CARB action/authority based on the governments closure criteria.

E.1.3.5.5.4 Test Unit Modifications. No hardware changes may be applied to test units without written Government approval. All desired changes to test unit hardware or software shall be initiated by a Test-unit Work Authorization Document (TWAD) (Attachment 7), prepared and submitted to the Government by the Contractor. Included in the TWAD document shall be a description of the change, the need for the change, impact of the change, drawings, and instructions for installation. The Government will review and process this form within two (2) working days after receipt. Once a modification has been validated during testing, the Contractor shall initiate an ECP IAW contract requirements. The TWAD request form submitted to the designated Government representative shall be in Contractor format. Attachment 7 is a flow chart that defines the TWAD process.

E.1.3.5.6 Under no circumstances shall any test unit be shipped to the test site until a complete inspection utilizing the Final Inspection Record (E.1.2) has been performed on each unit by Government representatives and FIR, signed by both Government and contractor. All transportation costs necessary to ship test units to and from the test sites shall be the responsibility of the Government.

E.1.4 Quality Conformance Inspection (QCI). Each unit produced shall undergo a complete final inspection by the contractor to the degree necessary to assure a defect-free product. This inspection shall include those Section 3 requirements as referenced in ATPD 2203 Rev E, Table III. The QCI shall be conducted and documented using a contractor-prepared and Government-approved Final Inspection Record (FIR).

E.1.6 Test Failures. In the event of test failures during FPUI or PVT, the Government reserves the right to retest the CHU unit, upon correction of the deficiency(s) by the contractor, to the complete extent and duration specified in the applicable test program or to such lesser extent as the PCO shall consider appropriate. All retest costs, including but not limited to Government test site charges, travel expenses and daily per diem, incurred by Government personnel shall be borne by the contractor. The contractor shall bear responsibility for any schedule delays and all costs in the test program resulting from any unit deficiency or failure and for failure to adequately supply technical and parts support. The Government shall have the right to extend the test program accordingly for each contractor induced delay and all additional costs shall be borne by the contractor.

E.1.7 Certification Requirements. Certification for those items identified in Table I of ATPD 2203 Rev E, shall include the documentation reviewed and a statement of the depth of the examination and results. If the documentation being reviewed cannot be certified, the report shall so state and list the reasons; i.e., deficiencies, conflicting data and other applicable items. Certification shall be available for review by Government personnel at the time of FPUI.

E.1.7.1 In the event that particular certifications are not acceptable to the Government, the contractor shall conduct additional examinations/tests or provide additional documentation as required verifying the certification at no additional cost to the Government.

E.1.7.2 Recertification. The contractor shall provide a new certification whenever a change is made:

- In the process used to produce a certified product.
- In the legal requirement for a standard of a certified product.
- In the supplier of a certified product.
- In the event of a new contract/rebuy.
- in location of production facility.

E.1.7.3 Process Certification. Process certifications, when required, shall include:

- A written description of the process.
- Written instructions to those who conduct the process.
- Written instructions to those who assure the process occurs.

E.1.7.4 Material Certification. When a material certification is required, it shall include a copy of the material analysis and a statement of certification. All material purchased shall include a copy of the purchase order for review.

E.1.7.5 Test Certification. When a test certification is required, it shall include the following information as substantiation:

- Drawing number.
- Specification title, number and edition.
- Grade or type for which the product was tested.
- Number of specimens tested.
- Requirements and actual results obtained.
- Purchase orders for subcontracted products.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-R-0232      <b>MOD/AMD</b></p>	<p align="right"><b>Page 51 of 104</b></p>
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**Name of Offeror or Contractor:**

g. Statement of Certification  
Subcontracting does not relieve the contractor of providing the above information as part of the certification.

E.1.7.6 Data Review Certification. When a data review certification is required, it shall be provided as cited in E.1.3.11.

E.1.7.7 Compliance Certification. When a compliance certification is required, it shall be provided, to the specific contract requirements, with a statement indicating that the contractor complies.

E.1.8 Inspection Equipment. Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to insure that the end item/components conform to contract requirements. All contractor inspection equipment shall be available for use on or before the start of production. The contractor shall make inspection equipment available to the Government Inspector, upon request, for end item or component inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment will be returned to the contractor. All inspection and test equipment used by the contractor shall be included in a Calibration System as part of the Quality System.

E.1.9 Certified Final Fixture. The contractor shall develop, implement and maintain a certified fixture to measure completed CHUs for critical dimensions and warpage. The interface dimensions consist of, but are not limited to items listed in E.1.2.

E.1.10 Welding Requirements.

E.1.10.1 Welding Design. The Contractor shall ensure that all steel and aluminum weldments meet the design and fabrication requirements in American Welding Society (AWS) D 1.1 and (AWS) D1.2 or approved equivalent.

E.1.10.2 Welding Procedures. Prior to production, the Contractor is responsible for developing welding procedures IAW American Welding Society (AWS) weld code requirements or Government approved equivalent and submit the Contractors draft version to the procuring activity for approval (CDRL A012). The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Repair welding of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product. The Contractor, at their option, can utilize the UDLP/TACOM Ground Combat Welding codes for Qualifying and repair of non-ballistic or ballistic welding processes. The UDLP/TACOM Ground Combat Welding Code can be obtained by written request to: Commander, US Army Tank-automotive and Armaments Command  
ATTN: SFAE-CSS-TV-H, MS #429  
Kirk Rogers  
6501 E. 11 Mile Road  
Warren, MI 48397-5000

E.1.10.3 Alternate Welding Standards. The Contractor may utilize alternate standards or codes once the Contractor or the Contractors suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractors responsibility to demonstrate such equivalence. If the Contractors component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractors suppliers quality system and weld processes to verify his/her capability of producing acceptable welds. The Government must approve the use of any and all such alternative weld standards and specifications prior to the start of production. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

E.1.10.4 Previously Qualified Procedures. If the Contractor previously qualified welding procedures under another DOD contract, the PCO may waive the requirements of paragraphs E.1.10.2 and E.1.10.3. The Contractor must submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. The Contractor may use previously qualified weld procedures provided all the following requirements are met:

- a. The weld procedure was qualified and approved on a previous DOD contract
- b. The Contractor has certified welders and equipment
- c. There was no break in production for more than six months
- d. A favorable quality history

If the Contractor meets these requirements, and wants approval to use previously qualified weld procedures, the Contractor must submit a written request to the PCO. The request shall contain proof of previous qualifications and a summary of the Contractors quality history (CDRL A013).

E.1.10.5 Welder Qualification. Before the Contractor or their suppliers assign any welder/operator to perform manual, semi-automatic, or automatic welding, the Contractor shall ensure that all welding equipment used in the performance of this contract has been certified and that the Contractors welders/operators have passed qualification testing as prescribed in the applicable qualification standard identified in paragraphs E.1.15.2 or E.1.15.3.

E.1.10.6 Visual Weld Inspection. The Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractor inspectors may be based on:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 52 of 104</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

- a. current or previous certification as an AWS Certified Welding Inspector; or
- b. current or previous certification by Government approved equivalent; or
- c. inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of well documented, formal training or experience, or both, in metals fabrication, inspection, and testing.

E.1.11 Product Quality Deficiency Reports - Field Generated. The contractor shall investigate and provide failure analysis and corrective action to all Product Quality Deficiency Reports (PQDR's), Standard Form 368, generated against supplies produced under this contract. The contractor shall provide a report which includes the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action and/or interim action. The proposed effectivity point shall be identified by CHU serial number. All costs related to PQDR investigations including, but not limited to: lab analysis, exhibit transportation/shipping, replacement hardware, etc. are the contractor's responsibility. All PQDR investigations that identify deficiencies attributable to contractor workmanship and/or product nonconformance, the contractor shall provide replacement components as deemed appropriate by the Government PQDR Action Officer. Corrective actions requiring configuration changes shall follow the Configuration Management requirements as specified in C.4.

E.1.11.1 A final written response, in contractor format, shall be submitted for each PQDR received. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation. The response should report on the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action, interim action and contractor's position with respect to repair or replacement parts.

E.1.12 Qualified Products. Certain specifications referenced in this contract have a Qualified Product List (QPL). The contractor shall utilize items only from vendors specified in the applicable QPL. The contractor shall document the acquisition of all QPL items with listing of suppliers, quantity, date of QPL, in addition to purchase order. Such QPL documentation shall be made available to the Government upon request.

E.1.13 Changes In Suppliers. If the contractor elects to change sources of supply after approval of the First Production Unit Inspection (FPUI), the Government shall be notified. In the event of a deficiency detected on the new suppliers product based on poor workmanship or a non-conformance, the Government reserves the right to require the contractor to conduct additional tests/examinations as it deems necessary. All costs associated with additional tests/examinations shall be the contractor's responsibility. Any production or delivery delays caused by retesting will not be considered an "excusable delay" under the default clause. Further, such delays shall not form the basis for an upward adjustment in contract price or an extension to the delivery schedules.

E.1.14 Drawings For Inspection. When requested, the contractor shall make available to the Government Representative, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated herein. Upon completion of production inspection and acceptance by the Government Representative, all drawings and specifications will be returned to the contractor.

E.1.15 Material Review Board (MRB). The contractor shall establish a MRB (and associated procedures/processes), whose function is to determine the disposition non-conforming material (product, processes, etc.). A designated Government representative shall be a member of the MRB. Typical disposition classifications include, but are not limited to: scrap, repair, rework, return to vendor, and use-as-is. Government approval shall be required for MRB actions dispositioned as repair or use-as-is. The Government reserves the right to review any/all MRB actions at its discretion.

E.1.15.1 Both standard and nonstandard repair procedures shall include instructions for reprocessing material after repair and shall specify all contractor inspections required. The Government shall review and concur on all proposed repair procedures. The contractor shall not consider a new standard or non-standard repair process until all assignable causes of variance or omitted processes (or process steps) have been eliminated and corrected. The Government's review or concurrence of a repair procedure shall not bar the Government's right to reject the material if the Government determines that the repair does not adequately correct the non-conformity to an acceptable level.

E.1.15.2 Definitions.

- a. Critical Non-conformance. A non-conformity that is; likely to cause a hazardous/unsafe condition for individuals operating/maintaining/transporting the item and/or will likely result in catastrophic failure/damage to the item.
- b. Major Non-conformance. A non-critical non-conformity that is likely to prevent performance of essential mission functions, and/or likely to cause degraded usability of the item for its intended purpose.
- c. Minor Non-conformance. A non-major/critical non-conformity that is NOT likely to cause degraded usability of the item for its intended purpose and/or is a departure from established standards; having minimal effect on: form, fit, function, maintainability, reliability, durability, and performance of the item.
- d. Repair Disposition. Repair is the use of an approved procedure/process designed to reduce, but not completely eliminate the non-conformance and render the materiel fit for use. Government approval is required to accept this disposition.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 53 of 104</b>
<b>Name of Offeror or Contractor:</b>		

e. Rework Disposition. Rework is the reprocessing of non-conforming materiel to make it conform completely to contract requirements.

f. Use-As-Is Disposition. Use-As-Is is a disposition of materiel with one or more minor non-conformities that have been determined (by MRB) to be usable for its intended purpose in its existing condition. Government approval is required to accept this disposition.

E.1.15.3 In the case of repair and use-as-is MRB dispositions, the contractor shall submit only minor non-conformities for Government approval. In all cases, the onus is on the contractor to provide adequate proof the materiel is usable.

E.1.15.4 A Government review of the contractors MRB process shall be executed before the MRB process can be initiated. At any time during contract execution it is determined that the contractor has submitted unacceptable dispositions or exceeded their authorization, MRB authority may be suspended or the contractor placed on probation. Examples of reasons for suspension or probation are:

- a. Processing of critical or major non-conformities as repair or use-as-is.
- b. Processing minor non-conformities without board member and Government representative signatures.
- c. Inadequate engineering analysis.
- d. Lack of permanent corrective action.
- e. Lack of non-conforming materiel identification and isolation.
- f. Misuse of standard repairs.

If the contractors MRB authority is suspended or the contractor is placed on probation, the contractor shall provide a corrective action, acceptable to the Government, which addresses the causal factors relative to the suspension/probation action.

E.1.15.5 The contractor shall develop and maintain a data system for recording and analyzing nonconformance information. Typical data captured/analyzed are:

- a. Quantity of nonconforming items
- b. Recurrences (number and type)
- c. Cause determinations
- d. Corrective actions (status and delinquent actions)
- e. Dispositions (number and type)
- f. Costs related to each type of disposition (rework, repair and scrap)

E.1.16 Corrective Action Board (CAB).  
The contractor shall establish a CAB consisting of management representatives of appropriate contractor organizations with the level of responsibility and authority necessary to assure that the root cause(s) of nonconforming material (product, process, etc.) has been identified and that corrective actions are timely and effective throughout the contractor's organization. The CAB shall have the authority to require investigations and studies necessary to define essential corrective actions which will result in reducing costs associated with scrap, rework and repair, and reductions in the amount of nonconforming material (product, process, etc.). The contractor shall develop minutes and/or reports associated with CAB activities which are acceptable to the Government. The Government reserves the right to participate in, or become a member of, the CAB.

E.1.17 Failure Analysis, Root Cause, and Corrective Action Request. The contractor shall perform Failure Analysis, Root Cause, and Corrective Action for deficiencies identified during fielding/deprocessing when requested in writing by a Government representative. Failure Analysis, Root Cause, and Corrective Actions shall be documented and provided for government review upon request.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 54 of 104</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2006

(a) Offers that propose delivery that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0011	8	120 DAC

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A	N/A	N/A

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 55 of 104</b>
<b>Name of Offeror or Contractor:</b>		

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-10            52.242-4457            DELIVERY SCHEDULE FOR DELIVERY ORDERS            SEP/2006  
(TACOM)

(a) Offers that propose a delivery schedule that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or monthly maximum quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 90 days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, start deliveries N/A days after delivery order date.

(iii) You will deliver a maximum of N/A units every thirty days.

(iv) You can deliver more than the maximum number of units every thirty days at no additional cost to the government.

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.

(iii) We will deliver a maximum of \_\_\_\_ units every thirty days.

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-11            52.211-16            VARIATION IN QUANTITY            APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 56 of 104
Name of Offeror or Contractor:		

(b) The permissible variation shall be limited to:

  ZERO   percent increase; and  
  ZERO   percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-12

52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: \_\_\_\_\_ inches (Length), x \_\_\_\_\_ inches (Width), x \_\_\_\_\_ inches (Height) = \_\_\_\_\_ Cubic FT;
- (iv) Number of items per outer container \_\_\_\_\_ Each;
- (v) Gross weight of outer container and contents \_\_\_\_\_ LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer \_\_\_\_\_ \*--  
Size of trailer \_\_\_\_\_  
Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 57 of 104</b>
<b>Name of Offeror or Contractor:</b>		

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (\*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: "Fully Utilized" means filling to full visible capacity.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 58 of 104</b>
<b>Name of Offeror or Contractor:</b>		

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-14      52.247-4005      SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT      AUG/2003  
(TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
  - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-15      52.247-4010      TRANSPORTATION DATA FOR FOB ORIGIN OFFERS      FEB/1994  
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail
- [    ] are  
[    ] are not
- available at the F.O.B. point(s) stated in this solicitation.
- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:
- (NAME)

(LOCATION)

(3) Facilities for shipping by water

Name of Offeror or Contractor:

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:\_\_\_\_\_/Unit      MOTOR:\_\_\_\_\_/Unit      WATER:\_\_\_\_\_/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F-16	52.247-4011	FOB POINT	SEP/1978
	(TACOM)		

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: \_\_\_\_\_  
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: \_\_\_\_\_  
(City) (State) (ZIP) (County)

[End of Clause]

F-17	52.247-4017	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR	MAY/2004
	(TACOM)	ADDRESSES	

Rail/ Motor _SPLC*	MILSTRIP Address _Code_	Rail _Ship To:_	Motor _Ship To:_	Parcel Post _Mail To:_
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 60 of 104
	PIIN/SIIN W56HZV-07-R-0232	MOD/AMD	

**Name of Offeror or Contractor:**

and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

Estimated Annual Quantities

<u>FY</u>	<u>Qty</u>	<u>Model Variant</u>	<u>Location</u>
07	265	PLS	Ft. Drum, NY
	135	HEMTT	Ft. Stewart, GA
08	150	PLS	Goose Creek, NC
	75	HEMTT	Ft. Hood, TX
09	385	PLS	Ft. Lewis, WA
	200	HEMTT	Ft. Carson, CO
10	355	PLS	Ft. Indiantown Gap, PA
	180	HEMTT	Ft. McClellan, AL
11	10	PLS	Ft. Campbell, KY
	5	HEMTT	Ft. McClellan, AL

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page</b> 61 <b>of</b> 104
<b>Name of Offeror or Contractor:</b>		

\*\*\* END OF NARRATIVE F 0001 \*\*\*

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-3	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 63 of 104
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-6	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-7	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-8	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-11	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-12	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
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(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 64 of 104</b>
<b>Name of Offeror or Contractor:</b>		

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfoforminfopage2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 65 of 104
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUL/2004
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-29	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-30	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-31	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-32	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.227-3	PATENT INDEMNITY	APR/1984
I-37	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-38	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-39	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-40	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 66 of 104
	PIIN/SIIN W56HZV-07-R-0232	MOD/AMD	
Name of Offeror or Contractor:			

	Regulatory Cite	Title	Date
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
I-59	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-60	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-61	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-62	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-63	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-64	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-65	52.248-1	VALUE ENGINEERING	FEB/2000
I-66	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-67	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-70	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-72	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-73	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-76	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-80	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-81	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-82	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-83	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-84	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-85	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-86	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-87	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-88	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-90	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-91	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-92	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through Five years from the Date of Contract Award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 67 of 104
Name of Offeror or Contractor:		

I-93                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1,000.

(2) Any order for a combination of items in excess of 1,500; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I-94                      52.216-21                      REQUIREMENTS                      OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Six and one-half (6 1/2) Years After Contract Award.

(End of clause)

I-95                      52.223-7                      NOTICE OF RADIOACTIVE MATERIALS                      JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-07-R-0232      <b>MOD/AMD</b></p>	<p><b>Page 68 of 104</b></p>
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**Name of Offeror or Contractor:**

on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
  - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-96                      52.204-7                      CENTRAL CONTRACTOR REGISTRATION                      JUL/2006

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means-
- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
  - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
- "Registered in the CCR database" means that-
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 69 of 104</b>
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**Name of Offeror or Contractor:**

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 70 of 104</b>
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**Name of Offeror or Contractor:**

to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-97      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page 71 of 104</b></p>
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**Name of Offeror or Contractor:**

certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-98	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-99	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 72 of 104
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Name of Offeror or Contractor:

indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-100252.223-7001HAZARD WARNING LABELSDEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u>	<u>ACT</u>
<hr/>	<hr/>
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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-101252.229-7001TAX RELIEFJUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: <u>(Offeror insert)</u>	RATE (PERCENTAGE): <u>(Offeror insert)</u>
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(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

[End of Clause]



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 73 of 104
Name of Offeror or Contractor:		

I-102            252.246-7000            MATERIAL INSPECTION AND RECEIVING REPORT            MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

I-103            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-104            52.211-4069            WELDING INSPECTION REQUIREMENTS            MAR/2001

(TACOM)

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

(1) current or previous certification as an AWS Certified Welding Inspector; or

(2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-E/Materials  
Warren, MI 48397-5000

[End of Clause]

I-105            52.216-4021            REQUIREMENTS DEFINITION            JUN/2005

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 74 of 104</b>
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**Name of Offeror or Contractor:**

(TACOM)

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

I-106                      52.219-4070                      PILOT MENTOR-PROTEGE PROGRAM                      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

I-107                      52.223-4000                      ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS                      SEP/1978  
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 75 of 104</b>
<b>Name of Offeror or Contractor:</b>		

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) A001 THROUGH A022	08-JAN-2007	011	EMAIL
Attachment 001	PURCHASE DESCRIPTION CONTAINER HANDLING UNIT (CHU) ATPD 2203 REV F DTD 17 MAY 07	17-MAY-2007	034	EMAIL
Attachment 002	ENGINEERING CHANGE PROPOSAL (ECP)	08-JAN-2007	008	EMAIL
Attachment 003	REQUEST FOR DEVIATION (RFD)	08-JAN-2007	003	EMAIL
Attachment 004	SYSTEM SAFETY PROGRAM GUIDANCE	08-JAN-2007	005	EMAIL
Attachment 005	MIL PER LMI DATA	08-JAN-2007	005	EMAIL
Attachment 006	PROPOSED PRICES AND TOTAL EVALUATED PRICE SPREADSHEET	27-MAR-2007	001	EMAIL
Attachment 007	TWAD PROCESSING FLOW CHART	12-APR-2007	001	EMAIL
Attachment 008	SPECIAL PACKAGING INSTRUCTIONS (SPI), NUMBER DI-PACK-80121B	02-MAY-2007	001	EMAIL

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 76 of 104</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336111.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause                      Title                      Date                      Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-3	52.207-4	ECONOMIC PURCHASE QUANTITY -- SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 77 of 104</b>
<b>Name of Offeror or Contractor:</b>		

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-4                      52.247-53                      FREIGHT CLASSIFICATION DESCRIPTION                      APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

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[End of Provision]

K-5                      52.247-60                      GUARANTEED SHIPPING CHARACTERISTICS                      DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: \_\_\_\_\_ inches (Length), x \_\_\_\_\_ inches (Width), x \_\_\_\_\_ inches (Height) = \_\_\_\_\_ Cubic FT;
- (iv) Number of items per outer container \_\_\_\_\_ Each;
- (v) Gross weight of outer container and contents \_\_\_\_\_ LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;

- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --
- Size of railcar \_\_\_\_\_
- Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer \_\_\_\_\_ \*--
- Size of trailer \_\_\_\_\_
- Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

- (2) To be completed by the Government after evaluation but before contract award:
- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

K-6	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	JUN/2005
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(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 79 of 104</b>
<b>Name of Offeror or Contractor:</b>		

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-7            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-8            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

\_\_\_\_\_

[End of Provision]

K-9            52.211-4038            REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM            APR/1997  
(TACOM)

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their nonlisted part numbers.

REPRESENTATION

(1) On (date)\_\_\_\_\_ we manufactured and supplied to (approved manufacturer)\_\_\_\_\_ items to which we have

Name of Offeror or Contractor:

\_\_\_\_\_ assigned our part number \_\_\_\_\_.  
(Approved manufacturer) \_\_\_\_\_ then redesignated our item with their part number \_\_\_\_\_ without reworking or modifying our item in any way, and without rejecting more than \_\_\_\_\_% of the \_\_\_\_\_ total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number \_\_\_\_\_ that are identical to items supplied by (approved manufacturer) \_\_\_\_\_ under their part number \_\_\_\_\_.

[End of Provision]

K-10	52.215-4005	MINIMUM ACCEPTANCE PERIOD	OCT/1985
	(TACOM)		

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-11	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

[End of Provision]

K-12	52.223-4002	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	DEC/1993
	(TACOM)		

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)



Name of Offeror or Contractor:

- (v)

chlorofluorocarbon-112 (CFC-112)
- (vi)

chlorofluorocarbon-113 (CFC-113)
- (vii)

chlorofluorocarbon-114 (CFC-114)
- (viii)

chlorofluorocarbon-115 (CFC-115)
- (ix)

chlorofluorocarbon-211 (CFC-211)
- (x)

chlorofluorocarbon-212 (CFC-212)
- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

**Name of Offeror or Contractor:**

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-13	52.225-4003 (TACOM)	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	MAR/1990
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(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

**Name of Offeror or Contractor:**

K-14	52.245-4004	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND	JAN/1991
	ALT I	EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY	

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is  
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[ ] will  
[ ] will not  
[ ] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 84 of 104</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2006
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-8	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-9	52.232-28, ALT I	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (Alternate I dated March 2000)	MAR/2000
L-10	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-11	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-12	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER	JUN/2005
L-13	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	APR/2003
L-14	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

L-15	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-16	52.233-2	SERVICE OF PROTEST	AUG/1996
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 85 of 104</b>
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**Name of Offeror or Contractor:**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC		HQ, Army Materiel Command
ATTN: AMSTA-AQ (Acquisition Center)	or	Office of Command Counsel
(Protest Coordinator)		ATTN: AMCCC-PL
Warren, MI 48397-5000		9301 Chapek Road, Rm 2-1SE3401
		Ft. Belvoir, VA 22060
		Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-17	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	OCT/2006
	(TACOM)		

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060  
  
Fax #: (703) 806-8866 or (703) 806-8875

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 86 of 104</b>
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**Name of Offeror or Contractor:**

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command\\_counsel/protestlink.htm&gt=bid+protest&col=hgamc&n=1](http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&gt=bid+protest&col=hgamc&n=1)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-18      52.209-4008      CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL      APR/1986  
 (TACOM)

We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 87 of 104
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**Name of Offeror or Contractor:**

L-19	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-20	52.211-4048 (TACOM)	NOTICE REGARDING REQUIRED MANUFACTURER'S PART NUMBER	FEB/1998
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(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation. As stated there, this acquisition is restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Thus, with the exceptions described in paragraph b. below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless he meets the conditions set forth either in paragraph (b) below or in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM.

(b) Required Approval for Equivalent Items

(1) If a firm manufacturers an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page 88 of 104</b></p>
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**Name of Offeror or Contractor:**

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required part numbers, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

[End of Provision]

L-21	52.211-4049 (TACOM)	PART NUMBERS NOT CURRENTLY APPROVED	NOV/1982
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As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

L-22	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	DEC/2002
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- (a) Handcarried offers shall be addressed to:
- US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-AQ-AMAD  
East 11 Mile Road  
Warren, MI. 48397-0001
- (b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.
- (c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.
- (d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.
- (e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.
- (f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0232 MOD/AMD	Page 89 of 104
Name of Offeror or Contractor:		

[End of Provision]

L-23 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-24 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002  
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page 90 of 104</b></p>
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**Name of Offeror or Contractor:**

denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and  
WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,      WH  
EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,  
WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);  
Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-07-R-0232      <b>MOD/AMD</b></p>	<p><b>Page 91 of 104</b></p>
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**Name of Offeror or Contractor:**

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

[End of clause]

L-25	52.219-4005	SUBMISSION OF SUBCONTRACTING PLAN	FEB/1999
	(TACOM)		

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

L-26	52.245-4002	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL	MAR/1996
	(TACOM)	TOOLING	

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 92 of 104</b>
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**Name of Offeror or Contractor:**

plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-27	52.246-4001	OFFEROR'S QUALITY ASSURANCE SYSTEM	MAY/2005
	(TACOM)		

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2000 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2000 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2000 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2000 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 93 of 104</b>
	<b>PIIN/SIIN</b> W56HZV-07-R-0232	<b>MOD/AMD</b>	
<b>Name of Offeror or Contractor:</b>			

L.1.1 Volume I: The offeror shall submit an electronic version via Email only of their proposal as specified below. All proposal information must be in the English language. The proposal shall include a volume for each factor of the evaluation, and a volume entitled Certification & Representations for the following information:

a. One copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. b. One copy of this solicitation (Sections A-K) with all fill-ins completed.

L.2. Proposal Instructions, Format and Content.

L.2.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted electronically to electronic mailbox offers@tacom.army.mil in the following types and quantities:

Volume Number	Title	Electronic Copies (email only)
	Cover Letter	1
Volume I	SF33/Section K	1
Volume II	Factor 1: Technical	1
Volume III	Factor 2: Price	1
Volume IV	Factor 3: Small Business Participation	1

L.2.3 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. Collateral material (brochures and catalogs), in the English language, are to be sent electronically as an attachment in the email message.

L.2.4 NOTICE REGARDING EMAIL PROPOSALS.

L.2.4.1. Offerors must submit the electronic copies of the offer via electronic mail to offers@tacom.army.mil.

L.2.4.2. Offerors are cautioned that Email is not instantaneous; begin your electronic submission well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award.

L.2.4.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors will be required to submit proposals in multiple Email submissions; because of the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes.

L.2.4.4. Offerors shall identify in the email subject line the solicitation number, closing date, context, and the offerors name: example "W56HZV-07-R-0232 (Container Handling Unit Proposal) DUE XX-XX-07, Message 1 of 5, XYZ Company".

L.2.4.5. The proposal submission will be provided as attachments to a series of emails. The Offerors name, address and contact phone number shall be in the body of the message. In the body of each email message of the proposal the offeror shall also provide an inventory of the attachments provided, and information that accounts for each email in relation to the entire proposal. As an example, this is message 3 of a total of 6 messages comprising the proposal of XYZ Company. Attached to this email are 4 attachments; these attachments comprise parts 1 through 4 of 6 total parts of Technical Performance volume 3. Contractor format is acceptable.

L.2.4.6. Each message attachment shall be appropriately labeled so that it may easily be identified for evaluation, example Volume 4, attachment 1 of 4.

L.2.4.7. Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

L.2.5 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," incorporated in to this solicitation.

L.2.6 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page 94 of 104</b></p>
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**Name of Offeror or Contractor:**

- (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.7 See content instructions for Volume I, Certifications & Representations. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

- (a) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above.
- (b) Paper Copies. Paper copies of offers will not be accepted.

L.2.8 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.3 Volume II FACTOR 1: TECHNICAL

- L.3.1 The offeror shall include a statement in the technical volume which indicates that the offeror's proposal is in compliance with all requirements of the Container Handling Unit systems' Purchase Description (PD), ATPD 2203 dated 7 Mar 07. There are three sub factors under the Technical Area Factor. The offeror shall detail its proposed approach to meeting the requirements of the Purchase Description paragraphs in each sub factor specified below. Specifically, provide substantiating data which may include, but is not limited to, commercial literature, test data, historical information, analytical support, supporting rationale and/or design documentation, supporting conformance of the proposed E-CHU kit to the specified paragraphs of the Purchase Description. The offeror may submit pertinent test data, modeling/simulation data, top drawings, sketches, parts lists, specifications, commercial literature or brochures, and design methodology as technical information to be used to evaluate the technical factor as set forth in Section M. The technical data, documentation and supporting rationale shall be complete and specific based on the evaluation criteria set forth in Section M which the Government will use to evaluate this information. In the event the offeror proposes a modification to an existing product or a newly designed product, identify all design activity necessary to meet the performance requirements and provide any available substantiating data which supports that the proposed E-CHU kit will meet the specified Purchase Description requirements.
- L.3.2 Technical Sub factors: In the Technical Factor, there are three sub factors: Sub factor 1: Stowage, Sub factor 2: System Weight, and Sub factor 3: System Interchangeability.

L.3.2.1 Sub factor 1: System Stowage. For Sub factor 1 the offeror shall address in its proposal compliance with the following two PD paragraphs:

- (1) \\*() 3.4.7 CHU Stowage
- (2) 3.4.7.1 FLA Stowage

At a minimum, the offeror shall provide top level drawings illustrating the mounting of the E-CHU kit on both the PLS and the HEMTT vehicle. The offeror shall also provide a general description of the E-CHU deploy and stowage procedure.

L.3.2.2 Sub factor 2 System Weight. For Sub factor 2 the offeror shall address in its proposal compliance with the following two PD paragraphs

- (1) 3.5.2 Weight
- (2) 3.5.2.1 FLA Weight

At a minimum, the offeror shall provide top level drawings. The offeror shall also provide either a bill of material with weights for each part making up the E-CHU kit, or any other independently validated method of substantiating the weight of the E-CHU and the FLA (e.g. Actual scale weighing by an independent third party).

For the objective requirements identified in PD paragraphs 3.5.2 and 3.5.2.1, the offeror shall provide the level of performance that its E-CHU can be expected to achieve. In addition, the offeror shall provide data/information substantiating the extent to which the proposed E-CHU kit achieves the weight offered. Substantiating data/information may include test data, commercial literature, historical/customer information, analytical support data, chemical analyses or any other supporting rationale which establishes the proposed product will achieve proposed performance levels.

L.3.2.3 Sub factor 3 System Interchangeability. For Sub factor 3, the offeror shall provide a list of unique parts necessary for the E-CHU kit to be mounted on a PLS or HEMTT vehicle. Two lists of parts shall be provided: one identifying the parts unique to the PLS

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"><b>PIIN/SIIN</b> W56HZV-07-R-0232      <b>MOD/AMD</b></p>	<p style="text-align: center;"><b>Page 95 of 104</b></p>
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**Name of Offeror or Contractor:**

vehicle, and one identifying the parts unique to the HEMTT vehicle. The offeror shall also identify the extent that any of the unique parts are currently provisioned in the Army supply system. Offerors shall provide a full narrative explanation of its estimate of the burden associated with introducing any new items into the Army supply system.

**L.4 Volume III - FACTOR 2: PRICE**

L.4.1.The offeror shall provide all proposed prices in Attachment 6 (Proposed Prices and Total Evaluated Price Spreadsheet) of the solicitation. When the offeror electronically enters all proposed unit prices in Attachment 6, using Microsoft Excel, the total evaluated price is automatically calculated (and shown) in that electronic file. With its offer, the offeror shall include the completed electronic version of Attachment 6, in Microsoft Excel, with all the original formulas still embedded in the file. This spreadsheet includes all CLINs in Section B. The Price volume shall include all information indicated below. All amounts in Attachment 6 and in the Price Volume shall be in U.S. dollars. To aid in the Governments evaluation of price reasonableness, the offeror shall provide the following information in the Price Volume of the proposal:

- a. State the exchange rate (if applicable) being used to convert any currency to U.S. dollars.
- b. For CLINs 0101AA, 0102AA, and 0103AA, break down the proposed unit price for each CLIN into the following dollar amounts:
  - Base production price per system
  - Price for nonrecurring engineering costs
  - Price for FAT and FAT report
  - Price for contractor support of government testing
  - Price for tester training
  - Price for shipping vehicle to test site and return shipping
  - Price for UID development
  - Other (list/identify by name and amount)
  - Total unit price (sum of the above)

c. Supporting Data for CLINs 0101AB, 0102AB, and 0103AB:

Regarding the price for the base E-CHU kits, provide a copy of the current published catalog price or published price list (if any) that is available to your commercial customers or provided to your dealers or distributors. Also identify (as a percentage) and explain any discounts included in your offered prices for these CLINs.

d. For second and third ordering year CLINs (shown on Attachment 8) covering I&KPT and NET, provide information to support each proposed price, in the format provided as Attachment 8 to this RFP.

e. For all Technical Assistance CLINs (those ending in 13AA,13AB and 13AC in each ordering year), in the Price Volume break down each proposed price per man-day into the following elements:

- direct labor cost
- other direct cost
- indirect cost
- profit

Total price per man-day (sum of the above)

L.4.2. If necessary, the Government reserves the right to request additional information to aid in its evaluation of price reasonableness.

**L.5 Volume IV - FACTOR 3: SMALL BUSINESS PARTICIPATION**

The offeror shall provide the Small Business Participation proposal in writing labeled Small Business Participation Volume 5.

**L.6.1 Small Business Participation**

This provision applies to every offeror, regardless of size status or location of its facility or headquarters.

a. All offerors, including offerors who are themselves U.S. small business concerns based on the North American Industry Classification System (NAICS) code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be used as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

b. If the prime offeror is itself a U.S. small business concern (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the offerors own participation as an SB, SDB, WOSB, VOSB, SDVOSB, HUBZone

Name of Offeror or Contractor:

SB, or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent the prime offeror participation as a U.S. small business concern shall be detailed by the prime offeror in the same manner as subcontracts to first tier U.S. small business concerns, as described below.

c. All prime offerors shall address anticipated U.S. small business concern participation and subcontracting based on the offeror receiving a 10 year contract (five years plus 5 one-year options) in the estimated quantities specified in Section L, Price Area. The offeror shall provide information for small business participation and subcontracting in a table format substantially in accordance with the following example for the base year and each out year:

BASE YEAR	Business Category	
	(LB + SB)	Dollar Amount
Percentage of SB Participation	Total Subcontracting	All Subcontracts
\$43M	100%	SB\$15.5M36%(\$15.5M of \$43M)
SDB\$2.15M5.0%(\$2.15M of \$43M)	WOSB\$2.36M5.5%(\$2.36M of \$43M)	VOSB\$0.3M0.7%(\$0.3M of \$43M)
SDVOSB\$0.1M0.2%(\$0.1M of \$43M)	HUBZone SB\$1.0M2.3%(\$1.0M of \$43M)	HBCU/MI\$0.15M0.4%(\$0.15M of \$43M)
*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.		

For offerors who are other than U.S. small business concerns and who must submit Small Business Subcontracting Plans in accordance with 52.219-9 with this solicitation, the Small Business Subcontracting Plan shall be consistent with the offerors information provided in response to this paragraph.

d. All offerors, regardless of size, shall provide the names of the U.S. small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each U.S. small business concern (that is, SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and /or HBCU/MI), a short description of the specific services, product or component to be provided or produced by each U.S. small business concern, a description of the complexity of the service, product or component, and the estimated total dollars for each service, product or component. This data shall be provided in a table format substantially in accordance with the following example for the base year and for each out year:

BASE YEAR



Name of Offeror or Contractor:

Name of Small Business  
ConcernSmall Business  
ClassificationDescription of Service,  
Product, or Component  
ComplexityTotal DollarsABC Co.SBWireLow\$.50MABC Co.SBPlatingMed\$.75MEFG Inc. (Prime Offeror)SB, WOSM, VOSBCircuit CardsHigh\$1.20M  
e. As defined below, offerors shall also provide the following:

(1) All offerors who ARE NOT either (1) a U.S. small business concern, as defined by the NAICS code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, are to provide a description of their prior performance in complying with the requirements of FAR 52.219-9 and FAR 52.219-8. The documentation may include demonstration of accomplishment of the goals established under Subcontracting Plans of prior contracts containing FAR 52.219-9. Offerors who have had contracts containing FAR 52.219-9 must provide copies of DD Forms 294 and DD Forms 295. This data shall include contracts performed over the last three [3] calendar years. Offerors that have never held a contract incorporating FAR 52.219-9, shall so state, and shall provide other documentation, as required in paragraph (2) below, demonstrating compliance with FAR 52.219-8.

(2) All offerors who ARE either (1) a U.S. small business concern, as defined by the NAICS code applicable to this solicitation, or (2) a firm who has not previously performed a contract containing FAR 52.219-9, shall substantiate their prior performance in meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the offerors performance over the past three [3] calendar years in complying with the requirements of FAR 52.219-8; (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8. If the offeror has not performed a contract over the past three [3] years which included FAR 52.219-8, the offeror shall so state, but shall provide substantiation as required by this paragraph, if any, demonstrating prior performance in subcontracting to U.S. small business concerns.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 98 of 104</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-3	52.247-51	EVALUATION OF EXPORT OFFERS	JAN/2001

(a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.

(b) F.O.B. origin, transportation under Government bill of lading.

(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.

(c) F.O.B. port of loading with inspection and acceptance at origin.

(1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and ocean shipping cost from the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge.

(2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE OF DELIVERY: \_\_\_\_\_  
[Offerors insert at least one of the ports listed in paragraph (d) of this clause.]

(d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.) For shipments to Europe or Southwest Asia, the port is Charleston, SC, for evaluation purposes. For shipments from the West coast (e.g., to Korea), the port is Concord, CA for evaluation purposes. Ocean and Port Handling charges for evaluation purposes are determined using data found at <http://www.sddc.army.mil/public/Global+Cargo+Distribution/>

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any:

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page 99 of 104</b>
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**Name of Offeror or Contractor:**

(f) Price basis. Offeror shall indicate whether prices are based on --

- \* Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
- \* Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));
- \* Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or
- \* Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

[End of Provision]

M-4      52.216-4216      EVALUATION CRITERIA FOR RANGE PRICING      MAY/2005  
(TACOM)

a. The total evaluated price will include the following:

1. Basic CLINs 0011 through 0015; 0021 through 0024;
2. Option CLIN: N/A
3. Transportation costs if FOB Origin
4. FAT costs, if applicable

b. For CLINs with range pricing, the Government will calculate a weighted average unit price for each CLIN by multiplying the unit prices proposed for each quantity range by the below weighting percentages. The total evaluated price of each such CLIN will be based on multiplying the weighted average unit price by the estimated CLIN quantities specified in Section B of this solicitation.

Item: HEMTT E-CHU

Quantity Range		Weighting Applied to Unit Price				
	1st Order Year	Second Order Year	Third Order Year	Fourth Order Year	Fifth Order Year	
1-15	5%	5%	5%	5%	80%	
16-30	5%	5%	5%	5%	5%	
31-45	5%	10%	5%	5%	5%	
46-220	5%	40%	5%	5%	5%	
221+	80%	40%	80%	80%	5%	
TOTAL	100%	100%	100%	100%	100%	

Item: PLS E-CHU

Quantity Range		Weighting Applied to Unit Price				
	1st Order Year	Second Order Year	Third Order Year	Fourth Order Year	Fifth Order Year	
1-15	5%	5%	5%	5%	80%	
16-30	5%	5%	5%	5%	5%	
31-45	5%	10%	5%	5%	5%	
46-220	5%	40%	5%	5%	5%	
221+	80%	40%	80%	80%	5%	
TOTAL	100%	100%	100%	100%	100%	

Offerors should note that the pricing of all offers will be carefully reviewed to detect offers that are unbalanced from range to range (i.e. one or more ranges have pricing that is significantly over or understated as indicated by the application of cost or price analysis techniques). Unbalanced offers may be determined unacceptable. See FAR 15.404-1(g) for more information on unbalanced offers.

[End of Clause]

M-5      52.247-4006      METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS      DEC/2005  
(TACOM)

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page100 of 104</b></p>
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**Name of Offeror or Contractor:**

- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and

- for the Government selected method of shipment, and

- based upon the following freight classification:

UFC:     -1-	UFC ITEM NO.:   -2-
NMFC:   -3-	NMFC ITEM NO:   -4-

[End of Provision]

M-6	52.209-4011	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
	(TACOM)		

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-7	52.216-4006	METHOD OF PRICE EVALUATION	OCT/2001
	(TACOM)		

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

**M.1 BASIS FOR AWARD**

**M.2 Contractor Responsibility and Eligibility for Award**

**M.2.1.** We'll award a contract to the Offeror that:

- (1) Represents the best value to the Government, and
- (2) Submits a proposal that meets all the material requirements of this solicitation, and
- (3) Meets all the responsibility criteria at FAR 9.104.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page101 of 104</b></p>
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**Name of Offeror or Contractor:**

M.2.2. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) Arrange a visit to your plant and perform a necessary pre-award survey, or
- (2) Ask you to provide financial, technical, production, or managerial background information

M.2.3. If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible.

M.2.4. If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

**M.3. Rejection of Offers:**

M.3.1. Offerors must carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer. The circumstances that may lead to the rejection of a proposal are:

a. The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

- i. when a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.
- ii. a proposal fails to provide any of the data and information required in Section L.
- iii. a proposal provides some data but omits significant material data and information required by Section L.
- iv. a proposal merely repeats the contract Scope of Work without elaboration.

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.

c. Contains any unexplained significant inconsistency between the proposed effort and cost and/or price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

d. Is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each basic year.

e. Offers a product or service that does not meet all stated material requirements of the solicitation.

**M.4 Evaluation and Source Selection Process**

M.4.1 Evaluation Process Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor and Subfactor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.4.1 Source Selection Authority The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.4.2 Source Selection Evaluation Board (SSEB) An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

\~M.4.3 Award Without Discussions This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a technical, delivery and price standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.4.4 Importance of Cost/Price All the factors contained in each proposal will be evaluated. However, the closer the Offerors'

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b></p>	<p align="right"><b>Page</b>102 <b>of</b> 104</p>
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**Name of Offeror or Contractor:**

evaluations are in the non-cost/price factors, the more important the cost/price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Areas as stated in Section M herein, Cost/ Price may be controlling when:

- a. Proposals are otherwise considered approximately equal non-cost/price areas; or
- b. An otherwise superior proposal is unaffordable; or
- c. The advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost/price premium.

M.4.5 Proposal and Performance Risks For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

M.4.5.1 Proposal Risks Proposal Risks are those risks associated with an Offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into all evaluations except the rating for Past Performance and Small Business Participation, if applicable.

M.4.5.2 Performance Risks Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offeror's record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) if Past Performance and Small Business Participation are evaluated.

M.4.6 Source Selection Trade-Off Process This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-cost/price factors, against the evaluated cost/price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-cost/price factors as well as the total evaluated cost/price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated cost/price.

M.5 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.

M.5.1 Best Value Evaluation

- a. To determine the best value, we will evaluate the following factors:
  - 1) Technical
  - 2) Price
  - 3) Small Business Participation
- b. The Technical Factor is more important than the Price factor. The non-price factor is more important than the Price factor. The Price factor is significantly more important than the Small Business Participation factor.
- c. In the Technical Factor there are three sub factors: Sub factor 1 System Stowage; Sub factor 2 System Weight; and Sub factor 3 System Interchangeability. Sub factor 1 System Stowage is more important than Sub factor 2 System Weight; Sub factor 2 System Weight is more important the Sub factor 3 System Interchangeability.

M.5.2 Technical Area: The Government will evaluate the Technical Area as follows:

M.5.3. Evaluation of Objective Technical Requirements: The government will assess the risk of the offeror not being able to meet what has been proposed based the information that has been provided in the written proposal. The evaluations of the Objective requirements will be reflected in the rating for the technical factor. Consideration may be given for proposed performance above the required level up to the objective level of performance. The Government will assess each subfactor under the Technical Factor. These sub factor assessments shall be combined into an overall Technical Factor evaluation.

M.5.4 FACTOR 1: Technical

M.5.4.1 Sub factor 1: System Stowage.

M.5.4.1.1The offerors technical approach to meeting each of the specified PD paragraphs will be assessed. Proven performance and a validated deploy/stowage procedure based on an existing integration onto the PLS and HEMTT vehicles shall be considered a superior solution to a proposed approach without proven integration or deploy/stowage procedures. A proposal that addresses interface and interference issues such as rear container support interference with the rear tires or the FLA stowage interface with the vehicle hydraulics would be considered a superior solution.

M.5.4.2. Sub factor 2: System Weight.

M.5.4.2.1 The offerors technical approach to meeting each of the specified PD paragraphs will be assessed. The threshold performance levels specified in the PD represent the governments minimum requirement and must be met. There are also objective levels of

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0232      MOD/AMD</p>	<p style="text-align: center;"><b>Page103 of 104</b></p>
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**Name of Offeror or Contractor:**

performance, identified in PD paragraphs 3.5.2 (Overall System Weight) and 3.5.2.1 (FLA Weight), which the government desires to have incorporated on the E-CHU kit.

M.5.4.2.2 Credit will not be given for exceeding the objective performance requirements, although proposed capabilities beyond the performance may reduce the assessed risk in meeting the specified capabilities. For example, if an offeror proposes to achieve a reach of 45 feet (vs. a objective requirement of 40 feet), the proposal will be evaluated only against the objective requirement of 40 feet. However, the demonstrated ability to reach 45 feet will reduce the risk of meeting the 40 feet requirement.

M.5.4.2.3 The government will evaluate the offerors written proposal and prepare a narrative risk assessment of the ability of the offered vehicle to meet the required performance requirements and any proposed performance exceeding the required up to the objective performance for PD paragraphs 3.5.2 (Overall System Weight) and 3.5.2.1 (FLA Weight) only. The Government will assess the extent to which and credibility that the offeror's proposed E-CHU kit will satisfy the PD requirements for System Weight. Proposals which reflect proven product performance, based on verifiable performance results, will typically be considered lower risk for achieving proposed performance levels than products which are not supported by proven product results.

M.5.4.2.3.4. Where objectives performance levels are specified, proposals that are evaluated as achieving or exceeding any objective requirement will be grounds for a higher rating. Proposals that are evaluated as approaching, but not achieving, an objective requirement may be grounds for a higher rating.

M.5.4.2.3.5. If an offeror is awarded a contract, all of the offerors proposed objective performance capabilities will be incorporated into the contract.

M.5.4.3 Sub factor 3: Systems Interchangeability

M.5.4.3.1 The offerors proposal will be assessed as to the extent to which the logistics burden on the Army is impacted due to the unique parts needed to mount the E-CHU kit on each of the PLS and HEMTT vehicles. A proposed E-CHU kit this is completely interchangeable from PLS to HEMTT with no unique parts will generally be considered a superior solution.

M.6 FACTOR 2: PRICE

M.6.1. The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.6.2. The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount is the sum of all CLINs. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 6, and shall be calculated per Attachment 6.

M.7 FACTOR 3: SMALL BUSINESS PARTICIPATION.

a. The government will evaluate the extent of small business concern participation, the complexity of the services, products or components to be subcontracted with U.S. small business concerns, and perform a risk assessment of offerors credibly achieving the governments goals for U.S. small business participation in performance of this contract. The evaluation of the extent of small business participation will be in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern for the NAICS code applicable to this solicitation, will also be considered small business participation.

b. The evaluation of Small Business Concern participation will include the following:

(1) The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern). The subcontracting goals for small business participation are: 35% SB, 5% SDB, 5% WOSB, 3% HUBZone SB, 3% VOSB and 3% SDVOSB (the SB goal is the 2007 DoD goal, and the balance are the national goals). These goals will be used by the government in the evaluation of the extent of small business participation;

(2) The complexity of the items/services to be furnished by U.S. small business concerns; and

(3) An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8 (as applicable to the offeror) and can achieve the levels of small business participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0232 <b>MOD/AMD</b>	<b>Page</b> 104 <b>of</b> 104
<b>Name of Offeror or Contractor:</b>		

\*\*\* END OF NARRATIVE M 0001 \*\*\*